

West's Colorado Revised Statutes Annotated [Currentness](#)

Title 38. Property--Real and Personal ([Refs & Annos](#))

Tenants and Landlords

▢ [Article 12. Tenants and Landlords](#)

→ [Part 1. Security Deposits--Wrongful Withholding \(Refs & Annos\)](#)

→ **§ 38-12-101. Legislative declaration**

The provisions of this part 1 shall be liberally construed to implement the intent of the general assembly to insure the proper administration of security deposits and protect the interests of tenants and landlords.

§ 38-12-102. Definitions

As used in this part 1, unless the context otherwise requires:

(1) "Normal wear and tear" means that deterioration which occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the tenant or members of his household, or their invitees or guests.

(2) "Security deposit" means any advance or deposit of money, regardless of its denomination, the primary function of which is to secure the performance of a rental agreement for residential premises or any part thereof.

§ 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 security deposit shall be retained to cover normal wear and tear. 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 be accompanied by payment of the difference between any sum deposited and the amount retained. The landlord is deemed to have complied with this section by mailing said statement and any payment required to the last known address of the tenant. Nothing in this section shall preclude the 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.

(2) The failure of a landlord to provide a written statement within the required time specified in subsection (1) of this section shall work a forfeiture of all his rights to withhold any portion of the security deposit under this section.

(3)(a) The willful retention of a security deposit in violation of this section shall render a landlord liable for treble the amount of that portion of the security deposit wrongfully withheld from the tenant, together with reasonable attorneys' fees and court costs; except that the tenant has the obligation to give notice to the landlord of his intention to file legal proceedings a minimum of seven days prior to filing said action.

(b) In any court action brought by a tenant under this section, the landlord shall bear the burden of proving that his withholding of the security deposit or any portion of it was not wrongful.

(4) Upon cessation of his interest in the dwelling unit, whether by sale, assignment, death, appointment of a receiver, or otherwise, the person in possession of the security deposit, including but not limited to the landlord, his agent, or his executor, shall, within a reasonable time:

(a) Transfer the funds, or any remainder after lawful deductions under subsection (1) of this section, to the landlord's successor in interest and notify the tenant by mail of such transfer and of the transferee's name and address; or

(b) Return the funds, or any remainder after lawful deductions under subsection (1) of this section, to the tenant.

(5) Upon compliance with subsection (4) of this section, the person in possession of the security deposit shall be relieved of further liability.

(6) Upon receipt of transferred funds under subsection (4)(a) of this section, the transferee, in relation to such funds, shall be deemed to have all of the rights and obligations of a landlord holding the funds as a security deposit.

(7) Any provision, whether oral or written, in or pertaining to a rental agreement whereby any provision of this section for the benefit of a tenant or members of his household is waived shall be deemed to be against public policy and shall be void.

§ 38-12-104. Return of security deposit--hazardous condition--gas appliance

(1) Anytime service personnel from any organization providing gas service to a residential building become aware of any hazardous condition of a gas appliance, piping, or other gas equipment, such personnel shall in-

form the customer of record at the affected address in writing of the hazardous condition and take any further action provided for by the policies of such personnel's employer. Such written notification shall state the potential nature of the hazard as a fire hazard or a hazard to life, health, property, or public welfare and shall explain the possible cause of the hazard.

(2) If the resident of the residential building is a tenant, such tenant shall immediately inform the landlord of the property or the landlord's agent in writing of the existence of the hazard.

(3) The landlord shall then have seventy-two hours excluding a Saturday, Sunday, or a legal holiday after the actual receipt of the written notice of the hazardous condition to have the hazardous condition repaired by a professional. "Professional" for the purposes of this section means a person authorized by the state of Colorado or by a county or municipal government through license or certificate where such government authorization is required. Where no person with such government authorization is available, and where there are no local requirements for government authorization, a person who is otherwise qualified and who possesses insurance with a minimum of one hundred thousand dollars public liability and property damage coverage shall be deemed a professional for purposes of this section. Proof of such repairs shall be forwarded to the landlord or the landlord's agent. Such proof may also be used as an affirmative defense in any action to recover the security deposit, as provided for in this section.

(4) If the landlord does not have the repairs made within seventy-two hours excluding a Saturday, Sunday, or a legal holiday, and the condition of the building remains hazardous, the tenant may opt to vacate the premises. After the tenant vacates the premises, the lease or other rental agreement between the landlord and tenant becomes null and void, all rights and future obligations between the landlord and tenant pursuant to the lease or other rental agreement terminate, and the tenant may demand the immediate return of all or any portion of the security deposit held by the landlord to which the tenant is entitled. The landlord shall have seventy-two hours following the tenant's vacation of the premises to deliver to the tenant all of, or the appropriate portion of, the security deposit plus any rent rebate owed to the tenant for rent paid by the tenant for the period of time after the tenant has vacated. If the seventy-second hour falls on a Saturday, Sunday, or legal holiday, the security deposit must be delivered by noon on the next day that is not a Saturday, Sunday, or legal holiday. The tenant shall provide the landlord with a correct forwarding address. No security deposit shall be retained to cover normal wear and tear. 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 be accompanied by payment of the difference between any sum deposited and the amount retained. The landlord is deemed to have complied with this section by mailing said statement and any payments required by this section to the forwarding address of the tenant. Nothing in this section shall preclude the landlord from withholding the security deposit for nonpayment of rent or for nonpayment of utility charges, repair work, or cleaning contracted for by the tenant. If the tenant does not receive the entire security deposit or a portion of the security deposit together with a written statement listing the exact reasons for the retention of any portion of the security deposit within the time period provided for in this section, the retention of the security deposit shall be deemed willful and wrongful and, notwithstanding the provisions of [section 38-12-103\(3\)](#), shall entitle the tenant to twice the amount of the security deposit and to reasonable attorney fees.

§ 38-12-200.1. Short title

This part 2 shall be known and may be cited as the “Mobile Home Park Act”.

§ 38-12-200.2. Legislative declaration

The general assembly hereby declares that the purpose of this part 2 is to establish the relationship between the owner of a mobile home park and the owner of a mobile home situated in such park.

§ 38-12-201. Application of part 2

(1) This part 2 shall apply only to manufactured homes as defined in [section 42-1-102\(106\)\(b\)](#), C.R.S.

(2) Repealed by Laws 1981, H.B.1524, § 10.

§ 38-12-201.3. Legislative declaration--increased availability of mobile home parks

The general assembly hereby finds and declares that mobile homes, manufactured housing, and factory-built housing are important and effective ways to meet Colorado's affordable housing needs. The general assembly encourages local governments to allow and protect mobile home parks in their jurisdictions and to enact plans to increase the number of mobile home parks in their jurisdictions. The general assembly further encourages local governments to provide incentives to mobile home park owners to attract additional mobile home parks and to increase the viability of current parks.

§ 38-12-201.5. Definitions

As used in this part 2, unless the context otherwise requires:

(1) “Home owner” means any person or family of such person owning a mobile home that is subject to a tenancy in a mobile home park under a rental agreement.

(1.5) “Management” or “landlord” means the owner or person responsible for operating and managing a mobile home park or an agent, employee, or representative authorized to act on said management's behalf in connection with matters relating to tenancy in the park.

(2) “Mobile home” means a single-family dwelling built on a permanent chassis designed for long-term residential occupancy and containing complete electrical, plumbing, and sanitary facilities and designed to be in-

stalled in a permanent or semipermanent manner with or without a permanent foundation, which is capable of being drawn over public highways as a unit, or in sections by special permit.

(3) “Mobile home park” or “park” means a parcel of land used for the continuous accommodation of five or more occupied mobile homes and operated for the pecuniary benefit of the owner of the parcel of land, his agents, lessees, or assignees. Mobile home park does not include mobile home subdivisions or property zoned for manufactured home subdivisions.

(4) “Mobile home space”, “space”, “mobile home lot” or “lot” means a parcel of land within a mobile home park designated by the management to accommodate one mobile home and its accessory buildings and to which the required sewer and utility connections are provided by the mobile home park.

(5) “Premises” means a mobile home park and existing facilities and appurtenances therein, including furniture and utilities where applicable, and grounds, areas, and existing facilities held out for the use of home owners generally or the use of which is promised to the home owner.

(6) “Rent” means any money or other consideration to be paid to the management for the right of use, possession, and occupation of the premises.

(7) “Rental agreement” means an agreement, written or implied by law, between the management and the home owner establishing the terms and conditions of a tenancy, including reasonable rules and regulations promulgated by the park management. A lease is a rental agreement.

(8) Repealed by Laws 1987, H.B.1171, § 15.

(9) “Tenancy” means the rights of a home owner to use a space or lot within a park on which to locate, maintain, and occupy a mobile home, lot improvements, and accessory structures for human habitation, including the use of services and facilities of the park.

§ 38-12-202. Tenancy--notice to quit

(1)(a) No tenancy or other lease or rental occupancy of space in a mobile home park shall commence without a written lease or rental agreement, and no tenancy in a mobile home park shall be terminated until a notice to quit has been served. Said notice to quit shall be in writing and in the form specified in [section 13-40-107\(2\), C.R.S.](#) The property description required in [section 13-40-107\(2\), C.R.S.](#), shall be deemed legally sufficient if it states:

(I) The name of the landlord or the mobile home park;

(II) The mailing address of the property;

(III) The location or space number upon which the mobile home is situate; and

(IV) The county in which the mobile home is situate.

(b) Service of the notice to quit shall be as specified in [section 13-40-108, C.R.S.](#) Service by posting shall be deemed legally sufficient within the meaning of [section 13-40-108, C.R.S.](#), if the notice is affixed to the main entrance of the mobile home.

(c)(I) Except as otherwise provided in subparagraph (II) of this paragraph (c), the home owner shall be given a period of not less than thirty days, to be extended to not less than sixty days where the home owner must remove a multisection mobile home, to remove any mobile home from the premises from the date the notice is served or posted. In those situations where a multisection mobile home is being leased to, or occupied by, persons other than its owner and in a manner contrary to the rules and regulations of the landlord, then, in that event, the tenancy may be terminated by the landlord upon giving a thirty-day notice rather than said sixty-day notice.

(II) If the tenancy is terminated on grounds specified in [section 38-12-203\(1\)\(f\)](#), the home owner shall be given a period of not less than ten days, to be extended to not less than fifteen days where the home owner must remove a multisection mobile home, to remove any mobile home from the premises from the date the notice is served or posted.

(d) No lease shall contain any provision by which the home owner waives his rights under this part 2, and any such waiver shall be deemed contrary to public policy and shall be unenforceable and void. However, any lease may provide that the tenancy may be terminated on the landlord's notice in writing to the home owner, in such prescribed manner, to remove the home owner's unit from the premises within a period of not less than thirty days, to be extended to not less than sixty days where the home owner must remove a multisection mobile home, from the date the notice is served or posted. In those situations where a multisection mobile home is being leased to, or occupied by, persons other than its owner and in a manner contrary to the rules and regulations of the landlord, then, in that event, the tenancy may be terminated by the landlord upon giving a thirty-day notice rather than said sixty-day notice.

(2) The landlord or management of a mobile home park shall specify, in the notice required by this section, the reason for the termination of any tenancy in such mobile home park. If the tenancy is being terminated based on the mobile home or mobile home lot being out of compliance with the rules and regulations adopted pursuant to [section 38-12-203\(1\)\(c\)](#), the notice required by this section shall include a statement advising the home owner that the home owner has a right to cure the noncompliance within thirty days of the date of service or posting of the notice to quit. The thirty-day period to cure any noncompliance set forth in this subsec-

tion (2) shall run concurrently with the thirty-day period to remove a mobile home from the premises as set forth in paragraphs (c) and (d) of subsection (1) of this section. Acceptance of rent by the landlord or management of a mobile home park during the thirty-day right to cure period set forth in [section 38-12-203\(1\)\(c\)](#) shall not constitute a waiver of the landlord's right to terminate the tenancy for any noncompliance set forth in [section 38-12-203\(1\)\(c\)](#).

(3) Repealed by [Laws 2000, Ch. 43, § 2, eff. July 1, 2000](#).

§ 38-12-202.5. Action for termination

(1) The action for termination shall be commenced in the manner described in [section 13-40-110, C.R.S.](#) The property description shall be deemed legally sufficient and within the meaning of [section 13-40-110, C.R.S.](#), if it states:

- (a) The name of the landlord or the mobile home park;
- (b) The mailing address of the property;
- (c) The location or space number upon which the mobile home is situate; and
- (d) The county in which the mobile home is situate.

(2) Service of summons shall be as specified in [section 13-40-112, C.R.S.](#) Service by posting shall be deemed legally sufficient within the meaning of [section 13-40-112, C.R.S.](#), if the summons is affixed to the main entrance of the mobile home.

(3) Jurisdiction of courts in cases of forcible entry, forcible detainer, or unlawful detainer shall be as specified in [section 13-40-109, C.R.S.](#) Trial on the issue of possession shall be timely as specified in [section 13-40-114, C.R.S.](#), with no delay allowed for the determination of other issues or claims which may be severed at the discretion of the trial court.

(4) After commencement of the action and before judgment, any person not already a party to the action who is discovered to have a property interest in the mobile home shall be allowed to enter into a stipulation with the landlord and be bound thereby.

§ 38-12-203. Reasons for termination

(1) A tenancy shall be terminated pursuant to this part 2 only for one or more of the following reasons:

(a) Failure of the home owner to comply with local ordinances and state laws and regulations relating to mobile homes and mobile home lots;

(b) Conduct of the home owner, on the mobile home park premises, which constitutes an annoyance to other home owners or interference with park management;

(c) Failure of the home owner to comply with written rules and regulations of the mobile home park either established by the management in the rental agreement at the inception of the tenancy, amended subsequently thereto with the consent of the home owner, or amended subsequently thereto without the consent of the home owner on sixty days' written notice if the amended rules and regulations are reasonable; except that the home owner shall have thirty days from the date of service or posting of the notice to quit set forth in [section 38-12-202\(2\)](#) to cure any noncompliance on the mobile home or mobile home lot before an action for termination may be commenced, except if local ordinances, state laws and regulations, park rules and regulations, or emergency, health, or safety situations require immediate compliance. If a home owner was in violation or noncompliance pursuant to this paragraph (c) and was given notice and a right to cure such noncompliance and within a twelve-month period from the date of service of the notice is in noncompliance of the same rule or regulation and is given notice of the second noncompliance, there shall be no right to cure the second noncompliance. Regulations applicable to recreational facilities may be amended at the discretion of the management. For purposes of this paragraph (c), when the mobile home is owned by a person other than the owner of the mobile home park, the mobile home is a separate unit of ownership, and regulations which are adopted subsequent to the unit location in the park without the consent of the home owner and which place restrictions or requirements on that separate unit are prima facie unreasonable. Nothing in this paragraph (c) shall prohibit a mobile home park owner from requiring compliance with current park unit regulations at the time of sale or transfer of the mobile home to a new owner. Transfer under this paragraph (c) shall not include transfer to a coowner pursuant to death or divorce or to a new co-owner pursuant to marriage.

(d)(I) Condemnation or change of use of the mobile home park. When the owner of a mobile home park is formally notified by an appropriate governmental agency that his mobile home park is the subject of a condemnation proceeding, the landlord shall, within seventeen days, notify his home owners in writing of the terms of the condemnation notice which he receives.

(II) In those cases where the zoning law allows the landlord to change the use of his land without obtaining the consent of the zoning authority and where such change of use would result in eviction of inhabited mobile homes, the landlord shall first give the owner of each mobile home subject to such eviction a written notice of his intent to evict not less than six months prior to such change of use of the land, notice to be mailed to each home owner.

(e) The making or causing to be made, with knowledge, of false or misleading statements on an application for

tenancy;

(f) Conduct of the home owner or any lessee of the home owner or any guest, agent, invitee, or associate of the home owner or lessee of the home owner, that:

(I) Occurs on the mobile home park premises and unreasonably endangers the life of the landlord, any home owner or lessee of the mobile home park, any person living in the park, or any guest, agent, invitee, or associate of the home owner or lessee of the home owner;

(II) Occurs on the mobile home park premises and constitutes willful, wanton, or malicious damage to or destruction of property of the landlord, any home owner or lessee of the mobile home park, any person living in the park, or any guest, agent, invitee, or associate of the home owner or lessee of the home owner;

(III) Occurs on the mobile home park premises and constitutes a felony prohibited under article 3, 4, 6, 7, 9, 10, 12, or 18 of title 18, C.R.S.; or

(IV) Is the basis for a pending action to declare the mobile home or any of its contents a class 1 public nuisance under [section 16-13-303, C.R.S.](#)

(2) In an action pursuant to this part 2, the landlord shall have the burden of proving that the landlord complied with the relevant notice requirements and that the landlord provided the home owner with a statement of reasons for the termination. In addition to any other defenses a home owner may have, it shall be a defense that the landlord's allegations are false or that the reasons for termination are invalid.

§ 38-12-204. Nonpayment of rent--notice required for rent increase

(1) Any tenancy or other estate at will or lease in a mobile home park may be terminated upon the landlord's written notice to the home owner requiring, in the alternative, payment of rent or the removal of the home owner's unit from the premises, within a period of not less than five days after the date notice is served or posted, for failure to pay rent when due.

(2) Rent shall not be increased without sixty days' written notice to the home owner. In addition to the amount and the effective date of the rent increase, such written notice shall include the name, address, and telephone number of the mobile home park management, if such management is a principal owner, or owner of the mobile home park and, if the owner is other than a natural person, the name, address, and telephone number of the owner's chief executive officer or managing partner; except that such ownership information need not be given if it was disclosed in the rental agreement made pursuant to [section 38-12-213](#).

§ 38-12-204.3. Notice required for termination

(1) Where the tenancy of a mobile home owner is being terminated under [section 38-12-202](#) or [section 38-12-204](#), the landlord or mobile home park owner shall provide such mobile home owner with written notice as provided for in subsection (2) of this section. Service of such notice shall occur at the same time and in the same manner as service of:

- (a) The notice to quit as provided in [section 38-12-202\(1\)](#); or
- (b) The notice of nonpayment of rent as provided in [section 38-12-204\(1\)](#).

(2) The notice required under this section shall be in at least ten-point type and shall read as follows:

IMPORTANT NOTICE TO THE HOME OWNER:

This notice and the accompanying notice to quit/notice of nonpayment of rent are the first steps in the eviction process. Any dispute you may have regarding the grounds for eviction should be addressed with your landlord or the management of the mobile home park or in the courts if an eviction action is filed. Please be advised that the “Mobile Home Park Act”, part 2 of article 12 of title 38, Colorado Revised Statutes, may provide you with legal protection:

NOTICE TO QUIT: The landlord or management of a mobile home park must serve to a home owner a notice to quit in order to terminate a home owner's tenancy. The notice must be in writing and must contain certain information, including:

- The grounds for the termination of the tenancy; and
- Whether or not the home owner has a right to cure under the “Mobile Home Park Act”.

NOTICE OF NONPAYMENT OF RENT: The landlord or management of a mobile home park must serve to a home owner a notice of nonpayment of rent in order to terminate a home owner's tenancy. The notice must be in writing and must require that the home owner either make payment of rent and any applicable fees due and owing or remove the owner's unit from the premises, within a period of not less than five days after the date the notice is served or posted, for failure to pay rent when due.

CURE PERIODS: If the home owner has a right to cure under the “Mobile Home Park Act”, the landlord or management of a mobile home park cannot terminate a home owner's tenancy without first providing the home owner with a time period to cure the noncompliance. “Cure” refers to a home owner remedying, fixing, or otherwise correcting the situation or problem that caused the tenancy to be terminated pursuant to [sections](#)

[38-12-202](#), [38-12-203](#), or [38-12-204](#), Colorado Revised Statutes.

COMMENCEMENT OF LEGAL ACTION TO TERMINATE THE TENANCY: After the last day of the notice period, a legal action may be commenced to take possession of the space leased by the home owner. In order to evict a home owner, the landlord or management of the mobile home park must prove:

- The landlord or management complied with the notice requirements of the “Mobile Home Park Act”;
- The landlord or management provided the home owner with a statement of reasons for termination of the tenancy; and
- The reasons for termination of the tenancy are true and valid under the “Mobile Home Park Act”.

A home owner must appear in court to defend against an eviction action. If the court rules in favor of the landlord or management of the mobile home park, the home owner will have not less than 48 hours from the time of the ruling to remove the mobile home and to vacate the premises.

§ 38-12-205. Termination prohibited

A tenancy or other estate at will or lease in a mobile home park may not be terminated solely for the purpose of making the home owner's space in the park available for another mobile home or trailer coach.

§ 38-12-206. Home owner meetings

Home owners shall have the right to meet and establish a homeowners' association. Meetings of home owners or the homeowners' association relating to mobile home living and affairs in their park community hall or recreation hall, if such a facility or similar facility exists, shall not be subject to prohibition by the park management if the hall is reserved according to the park rules and such meetings are held at reasonable hours and when the facility is not otherwise in use.

§ 38-12-207. Security deposits--legal process

(1) The owner of a mobile home park or his agents may charge a security deposit not greater than the amount of one month's rent or two month's rent for multiwide units.

(2) Legal process, other than eviction, shall be used for the collection of utility charges and incidental service charges other than those provided by the rental agreement.

§ 38-12-208. Remedies

(1)(a) Upon granting judgment for possession by the landlord in a forcible entry and detainer action, the court shall immediately issue a writ of restitution which the landlord shall take to the sheriff. Upon receipt of the writ of restitution, the sheriff shall serve notice in accordance with the requirements of [section 13-40-108, C.R.S.](#), to the home owner of the court's decision and entry of judgment.

(b) The notice of judgment shall state that at a specified time, not less than forty-eight hours from the entry of judgment, the sheriff will return to serve a writ of restitution and superintend the peaceful and orderly removal of the mobile home under that order of court. The notice of judgment shall also advise the home owner to prepare the mobile home for removal from the premises by removing the skirting, disconnecting utilities, attaching tires, and otherwise making the mobile home safe and ready for highway travel.

(c) Should the home owner fail to have the mobile home safe and ready for physical removal from the premises or should inclement weather or other unforeseen problems occur at the time specified in the notice of judgment, the landlord and the sheriff may, by written agreement, extend the time for the execution of the writ of restitution to allow time for the landlord to arrange to have the necessary work done or to permit the sheriff's execution of the writ of restitution at a time when weather or other conditions will make removal less hazardous to the mobile home.

(d) If the mobile home is not removed from the landlord's land on behalf of the mobile home owner within the time permitted by the writ of restitution, then the landlord and the sheriff shall have the right to take possession of the mobile home for the purposes of removal and storage. The liability of the landlord and the sheriff in such event shall be limited to gross negligence or willful and wanton disregard of the property rights of the home owner. The responsibility to prevent freezing and to prevent wind and weather damage to the mobile home lies exclusively with those persons who have a property interest in the mobile home; except that the landlord may take appropriate action to prevent freezing, to prevent wind and weather damage, and to prevent damage caused by vandals.

(e) Reasonable removal and storage charges and the costs associated with preventing damage caused by wind, weather, or vandals can be paid by any party in interest. Those charges will run with the mobile home, and whoever ultimately claims the mobile home will owe that sum to the person who paid it.

(2)(a) Prior to the issuance of said writ of restitution, the court shall make a finding of fact based upon evidence or statements of counsel that there is or is not a security agreement on the mobile home being subjected to the writ of restitution. A written statement on the mobile home owner's application for tenancy with the landlord that there is no security agreement on the mobile home shall be prima facie evidence of the nonexistence of such security agreement.

(b) In those cases where the court finds there is a security agreement on the mobile home subject to the writ of

restitution and where that holder of the security agreement can be identified with reasonable certainty, then, upon receipt of the writ of restitution, the plaintiff shall promptly inform the holder of such security agreement as to the location of the mobile home, the name of the landlord who obtained the writ of restitution, and the time when the mobile home will be subject to removal by the sheriff and the landlord.

(3) The remedies provided in part 1 of this article and article 40 of title 13, C.R.S., except as inconsistent with this part 2, shall be applicable to this part 2.

§ 38-12-209. Entry fees prohibited--entry fee defined--security deposit--court costs

(1) The owner of a mobile home park, or the agent of such owner, shall neither pay to nor receive from an owner or a seller of a mobile home an entry fee of any type as a condition of tenancy in a mobile home park.

(2) As used in this section, "entry fee" means any fee paid to or received from an owner of a mobile home park or his agent except for:

(a) Rent;

(b) A security deposit against actual damages to the premises or to secure rental payments, which deposit shall not be greater than the amount allowed under this part 2. Subsequent to July 1, 1979, security deposits will remain the property of the home owner, and they shall be deposited into a separate trust account by the landlord to be administered by the landlord as a private trustee. For the purpose of preserving the corpus, the landlord will not commingle the trust funds with other money, but he is permitted to keep the interest and profits thereon as his compensation for administering the trust account.

(c) Fees charged by any state, county, town, or city governmental agency;

(d) Utilities;

(e) Incidental reasonable charges for services actually performed by the mobile home park owner or his agent and agreed to in writing by the home owner.

(3) The trial judge may award court costs and attorney fees in any court action brought pursuant to any provision of this part 2 to the prevailing party upon finding that the prevailing party undertook the court action and legal representation for a legally sufficient reason and not for a dilatory or unfounded cause.

(4) The management or the resident may bring a civil action for violation of the rental agreement or any provi-

sion of this part 2 in the appropriate court of the county in which the park is located. Either party may recover actual damages or, the court may in its discretion award such equitable relief as it deems necessary, including the enjoining of either party from further violations.

§ 38-12-210. Closed parks prohibited

(1) The owner of a mobile home park or his agent shall not require as a condition of tenancy in a mobile home park that the prospective home owner has purchased a mobile home from any particular seller or from any one of a particular group of sellers.

(2) Such owner or agent shall not give any special preference in renting to a prospective home owner who has purchased a mobile home from a particular seller.

(3) A seller of mobile homes shall not require as a condition of sale that a purchaser locate in a particular mobile home park or in any one of a particular group of mobile home parks.

(4) The owner or operator of a mobile home park shall treat all persons equally in renting or leasing available space. Notwithstanding the foregoing, nothing in this subsection (4) shall be construed to preclude owners and operators of mobile home parks from providing housing for older persons as defined in [section 24-34-502\(7\)\(b\), C.R.S.](#)

§ 38-12-211. Selling fees prohibited

The owner of a mobile home park or his agent shall not require payment of any type of selling fee or transfer fee by either a home owner in the park wishing to sell his mobile home to another party or by any party wishing to buy a mobile home from a home owner in the park as a condition of tenancy in a mobile home park for the prospective buyer. This section shall in no way prevent the owner of a mobile home park or his agent from applying the normal park standards to prospective buyers before granting or denying tenancy or from charging a reasonable selling fee or transfer fee for services actually performed and agreed to in writing by the home owner. Nothing in this section shall be construed to affect the rent charged. The owner of a mobile home shall have the right to place a "for sale" sign on or in his mobile home. The size, placement, and character of such signs shall be subject to reasonable rules and regulations of the mobile home park.

§ 38-12-212. Certain types of landlord-seller agreements prohibited

A seller of mobile homes shall not pay or offer cash or other consideration to the owner of a mobile home park or his agent for the purpose of reserving spaces or otherwise inducing acceptance of one or more mobile homes in a mobile home park.

§ 38-12-212.3. Responsibilities of landlord--acts prohibited

(1)(a) Except as otherwise provided in this section, a landlord shall be responsible for and pay the cost of the maintenance and repair of:

(I) Any sewer lines, utility service lines, or related connections owned and provided by the landlord to the utility pedestal or pad space for a mobile home sited in the park; and

(II) Any accessory buildings or structures, including, but not limited to, sheds and carports, owned by the landlord and provided for the use of the residents; and

(III) The premises as defined in [section 38-12-201.5\(5\)](#).

(b) Any landlord who fails to maintain or repair the items delineated in paragraph (a) of this subsection (1) shall be responsible for and pay the cost of repairing any damage to a mobile home which results from such failure.

(2) No landlord shall require a resident to assume the responsibilities outlined in subsection (1) of this section as a condition of tenancy in the mobile home park.

(3) Nothing in this section shall be construed as:

(a) Limiting the liability of a resident for the cost of repairing any damage caused by such resident to the landlord's property or other property located in the park; or

(b) Restricting a landlord or his agent or a property manager from requiring a resident to comply with reasonable rules and regulations or terms of the rental agreement and any covenants binding upon the landlord or resident, including covenants running with the land which pertain to the cleanliness of such resident's lot and routine lawn and yard maintenance, exclusive of major landscaping projects.

§ 38-12-212.7. Landlord utilities account

(1) Whenever a landlord contracts with a utility for service to be provided to a resident, the usage of which is to be measured by a master meter or other composite measurement device, such landlord shall remit to the utility all moneys collected from each resident as payment for the resident's share of the charges for such utility service within forty-five days of the landlord's receipt of payment.

(2) If a landlord fails to timely remit utility moneys collected from residents as required by subsection (1) of

this section, such utility may, after written demand therefor is served upon the landlord, require the landlord to deposit an amount equal to the average daily charge for the usage of such utility service for the preceding twelve months multiplied by the sum of ninety.

(3) Any utility which prevails in an action brought to enforce the provisions of this section shall be entitled to an award of its reasonable attorney fees and court costs.

§ 38-12-213. Rental agreement--disclosure of terms in writing

(1) The terms and conditions of a tenancy must be adequately disclosed in writing in a rental agreement by the management to any prospective home owner prior to the rental or occupancy of a mobile home space or lot. Said disclosures shall include:

(a) The term of the tenancy and the amount of rent therefor, subject to the requirements of subsection (4) of this section;

(b) The day rental payment is due and payable;

(c) The day when unpaid rent shall be considered in default;

(d) The rules and regulations of the park then in effect;

(e) The name and mailing address where a manager's decision can be appealed;

(f) All charges to the home owner other than rent.

(2) Said rental agreement shall be signed by both the management and the home owner, and each party shall receive a copy thereof.

(3) The management and the home owner may include in a rental agreement terms and conditions not prohibited by this part 2.

(4) The terms of tenancy shall be specified in a written rental agreement subject to the following conditions:

(a) The standard rental agreement shall be for a month-to-month tenancy.

(b) Upon written request by the home owner to the landlord, the landlord shall allow a rental agreement for a fixed tenancy of not less than one year if the home owner is current on all rent payments and is not in violation of the terms of the then-current rental agreement; except that an initial rental agreement for a fixed tenancy may be for less than one year in order to ensure conformity with a standard anniversary date. A landlord shall not evict or otherwise penalize a home owner for requesting a rental agreement for a fixed period.

(c) A landlord may, in the landlord's discretion, allow a lease for a fixed period of longer than one year. In such circumstances, the requirements of paragraphs (a) and (b) of this subsection (4) shall not apply.

§ 38-12-214. Rules and regulations

(1) The management shall adopt written rules and regulations concerning all home owners' use and occupancy of the premises. Such rules and regulations are enforceable against a home owner only if:

(a) Their purpose is to promote the convenience, safety, or welfare of the home owners, protect and preserve the premises from abusive use, or make a fair distribution of services and facilities held out for the home owners generally;

(b) They are reasonably related to the purpose for which they are adopted;

(c) They are not retaliatory or discriminatory in nature;

(d) They are sufficiently explicit in prohibition, direction, or limitation of the home owner's conduct to fairly inform him of what he must or must not do to comply.

§ 38-12-215. New developments and parks--rental of sites to dealers authorized

(1) The management of a new mobile home park or manufactured housing community development may require as a condition of leasing a mobile home site or manufactured home site for the first time such site is offered for lease that the prospective lessee has purchased a mobile home or manufactured home from a particular seller or from any one of a particular group of sellers.

(2) A licensed mobile home dealer or a manufactured home dealer may, by contract with the management of a new mobile home park or manufactured housing community development, be granted the exclusive right to first-time rental of one or more mobile home sites or manufactured home sites.

§ 38-12-216. Mediation, when permitted--court actions

(1) In any controversy between the management and a home owner of a mobile home park arising out of the provisions of this part 2, except for the nonpayment of rent or in cases in which the health or safety of other home owners is in imminent danger, such controversy may be submitted to mediation by either party prior to the filing of a forcible entry and detainer lawsuit upon agreement of the parties.

(2) The agreement, if one is reached, shall be presented to the court as a stipulation. Either party to the mediation may terminate the mediation process at any time without prejudice.

(3) If either party subsequently violates the stipulation, the other party may apply immediately to the court for relief.

§ 38-12-217. Notice of sale of mobile home park--notice of change in use

(1)(a) The mobile home park owner shall notify the owners of all mobile homes in the park of his or her intent to change the use of the land comprising the park or to sell the park pursuant to paragraph (b) or (c) of this subsection (1), as applicable.

(b) If the mobile home park owner intends to sell the park, the notification shall be made only once for any particular contract to sell or trade and shall be by written notice mailed to each mobile home owner at the address shown on the rental agreement with the mobile home park owner at least ten days prior to the first scheduled closing for the sale or trade.

(c) If the mobile home park owner intends to change the use of the land comprising the mobile home park, the mobile home park owner shall give written notice to each mobile home owner at least one hundred eighty days before the change in use will occur. The mobile home park owner shall mail the written notice to each mobile home owner at the address shown on the rental agreement with the mobile home park owner.

(2) The provisions of paragraph (b) of subsection (1) of this section shall not apply to the sale of a mobile home park when such sale occurs between members of an immediate family, related business entities, members and managers of a limited liability company, shareholders, officers, and directors in a corporation, trustees and beneficiaries of a trust, or partners and limited liability partners in a partnership or limited liability partnership. For purposes of this section "immediate family" means persons related by blood or adoption.

§ 38-12-218. Mobile home owners--right to form a cooperative

One or more members of a homeowners' association may, at any time, form a cooperative for the purposes of offering to purchase or finance a mobile home park. A home owner shall be a member of the homeowners' association in order to participate in the cooperative, and participation in the cooperative shall be voluntary.

§ 38-12-219. Home owners' and landlords' rights

(1) Every home owner and landlord shall have the right to the following:

(a) Protection from abuse or disregard of state or local law by the landlord and home owners;

(b) Peaceful enjoyment of the home owner's mobile home space, free from unreasonable, arbitrary, or capricious rules and enforcement thereof; and

(c) Tenancy free from harassment or frivolous lawsuits by the landlord and homeowners.

§ 38-12-220. Private civil right of action

Any home owner who lives in a mobile home park where the landlord has violated any provision of this article shall have a private civil right of action against the landlord. In any such action, the home owner shall be entitled to actual economic damages and may be entitled to attorney fees and costs.

§ 38-12-301. Control of rents by counties and municipalities prohibited

The general assembly finds and declares that the imposition of rent control on private residential housing units is a matter of statewide concern; therefore, no county or municipality may enact any ordinance or resolution which would control rents on private residential property. This section is not intended to impair the right of any state agency, county, or municipality to manage and control any property in which it has an interest through a housing authority or similar agency.

§ 38-12-302. Definitions

As used in this part 3, unless the context otherwise requires:

(1) "Municipality" means a city or town and, in addition, means a city or town incorporated prior to July 3, 1877, whether or not reorganized, and any city, town, or city and county which has chosen to adopt a home rule charter pursuant to the provisions of article XX of the state constitution.

§ 38-12-401. Definitions

As used in this part 4, unless the context otherwise requires:

(1) "Domestic abuse" shall have the same meaning as provided in [section 13-14-101\(2\), C.R.S.](#)

(2) "Domestic violence" shall have the same meaning as provided in [section 18-6-800.3\(1\), C.R.S.](#)

§ 38-12-402. Protection for victims of domestic violence

(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 a residential tenant for calls made by the residential tenant for peace officer assistance or other emergency assistance in response to a domestic violence or domestic abuse situation. A residential tenant may not waive 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 notifies the landlord in writing that he or she is the victim of domestic violence or domestic abuse and provides to the landlord evidence of domestic violence or domestic abuse in the form of a police report written within the prior sixty days or a valid protection order and the residential tenant seeks to vacate the premises due to fear of imminent danger for self or children because of the 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 paragraph (b) of this subsection (2).

(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 paragraph (a) of this subsection (2), then the tenant shall be responsible for one month's rent following vacation of the premises, which amount shall be due and payable to the landlord within ninety days after the tenant vacates the premises. The landlord shall not be obligated to refund the security deposit to the tenant until such time as 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 paragraph (b) shall 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.

(3) Nothing in this part 4 authorizes the termination of tenancy and eviction of a residential tenant solely because the residential tenant is the victim of domestic violence or domestic abuse.

§ 38-12-501. Legislative declaration--matter of statewide concern--purposes and policies

(1) The general assembly hereby finds and declares that the provisions of this part 5 are a matter of statewide concern. Any local government ordinance, resolution, or other regulation that is in conflict with this part 5 shall be unenforceable.

(2) The underlying purposes and policies of this part 5 are to:

(a) Simplify, clarify, modernize, and revise the law governing the rental of dwelling units and the rights and obligations of landlords and tenants;

(b) Encourage landlords and tenants to maintain and improve the quality of housing; and

(c) Make uniform the law with respect to the subject of this part 5 throughout Colorado.

§ 38-12-502. Definitions

As used in this part 5, unless the context otherwise requires:

(1) “Common areas” means the facilities and appurtenances to a residential premises, including the grounds, areas, and facilities held out for the use of tenants generally or whose use is promised to a tenant.

(2) “Dwelling unit” means a structure or the part of a structure that is used as a home, residence, or sleeping place by a tenant.

(3) “Landlord” means the owner, manager, lessor, or sublessor of a residential premises.

(4) “Rental agreement” means the agreement, written or oral, embodying the terms and conditions concerning the use and occupancy of a residential premises.

(5) “Residential premises” means a dwelling unit, the structure of which the unit is a part, and the common areas.

(6) “Tenant” means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

§ 38-12-503. Warranty of habitability

(1) In every rental agreement, the landlord is deemed to warrant that the residential premises is fit for human habitation.

(2) A landlord breaches the warranty of habitability set forth in subsection (1) of this section if:

(a) A residential premises is uninhabitable as described in [section 38-12-505](#) or otherwise unfit for human habitation; and

(b) The residential premises is in a condition that is materially dangerous or hazardous to the tenant's life, health, or safety; and

(c) The landlord has received written notice of the condition described in paragraphs (a) and (b) of this subsection (2) and failed to cure the problem within a reasonable time.

(3) When any condition described in subsection (2) of this section is caused by the misconduct of the tenant, a member of the tenant's household, a guest or invitee of the tenant, or a person under the tenant's direction or control, the condition shall not constitute a breach of the warranty of habitability. It shall not be misconduct by a victim of domestic violence or domestic abuse under this subsection (3) if the condition is the result of domestic violence or domestic abuse and the landlord has been given written notice and evidence of domestic violence or domestic abuse as described in [section 38-12-402\(2\)\(a\)](#).

(4) In response to the notice sent pursuant to paragraph (c) of subsection (2) of this section, a landlord may, in the landlord's discretion, move a tenant to a comparable unit after paying the reasonable costs, actually incurred, incident to the move.

(5) Except as set forth in this part 5, any agreement waiving or modifying the warranty of habitability shall be void as contrary to public policy.

(6) Nothing in this part 5 shall:

(a) Prevent a landlord from terminating a rental agreement as a result of a casualty or catastrophe to the dwelling unit without further liability to the landlord or tenant; or

(b) Preclude a landlord from initiating an action for nonpayment of rent, breach of the rental agreement, violation of [section 38-12-504](#), or as provided for under article 40 of title 13, C.R.S.

§ 38-12-504. Tenant's maintenance of premises

(1) In addition to any duties imposed upon a tenant by a rental agreement, every tenant of a residential premises has a duty to use that portion of the premises within the tenant's control in a reasonably clean and safe manner. A tenant fails to maintain the premises in a reasonably clean and safe manner when the tenant substantially fails to:

- (a) Comply with obligations imposed upon tenants by applicable provisions of building, health, and housing codes materially affecting health and safety;
- (b) Keep the dwelling unit reasonably clean, safe, and sanitary as permitted by the conditions of the unit;
- (c) Dispose of ashes, garbage, rubbish, and other waste from the dwelling unit in a clean, safe, sanitary, and legally compliant manner;
- (d) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, elevators, and other facilities and appliances in the dwelling unit;
- (e) Conduct himself or herself and require other persons in the residential premises within the tenant's control to conduct themselves in a manner that does not disturb their neighbors' peaceful enjoyment of the neighbors' dwelling unit; or
- (f) Promptly notify the landlord if the residential premises is uninhabitable as defined in [section 38-12-505](#) or if there is a condition that could result in the premises becoming uninhabitable if not remedied.

(2) In addition to the duties set forth in subsection (1) of this section, a tenant shall not knowingly, intentionally, deliberately, or negligently destroy, deface, damage, impair, or remove any part of the residential premises or knowingly permit any person within his or her control to do so.

(3) Nothing in this section shall be construed to authorize a modification of a landlord's obligations under the warranty of habitability.

§ 38-12-505. Uninhabitable residential premises

- (1) A residential premises is deemed uninhabitable if it substantially lacks any of the following characteristics:
 - (a) Waterproofing and weather protection of roof and exterior walls maintained in good working order, including unbroken windows and doors;
 - (b) Plumbing or gas facilities that conformed to applicable law in effect at the time of installation and that are maintained in good working order;
 - (c) Running water and reasonable amounts of hot water at all times furnished to appropriate fixtures and connected to a sewage disposal system approved under applicable law;

- (d) Functioning heating facilities that conformed to applicable law at the time of installation and that are maintained in good working order;
 - (e) Electrical lighting, with wiring and electrical equipment that conformed to applicable law at the time of installation, maintained in good working order;
 - (f) Common areas and areas under the control of the landlord that are kept reasonably clean, sanitary, and free from all accumulations of debris, filth, rubbish, and garbage and that have appropriate extermination in response to the infestation of rodents or vermin;
 - (g) Appropriate extermination in response to the infestation of rodents or vermin throughout a residential premises;
 - (h) An adequate number of appropriate exterior receptacles for garbage and rubbish, in good repair;
 - (i) Floors, stairways, and railings maintained in good repair;
 - (j) Locks on all exterior doors and locks or security devices on windows designed to be opened that are maintained in good working order; or
 - (k) Compliance with all applicable building, housing, and health codes, which, if violated, would constitute a condition that is dangerous or hazardous to a tenant's life, health, or safety.
- (2) No deficiency in the common area shall render a residential premises uninhabitable as set forth in subsection (1) of this section, unless it materially and substantially limits the tenant's use of his or her dwelling unit.
- (3) Unless otherwise stated in [section 38-12-506](#), prior to being leased to a tenant, a residential premises must comply with the requirements set forth in [section 38-12-503\(1\)](#), [\(2\)\(a\)](#), and [\(2\)\(b\)](#).

§ 38-12-506. Opt-out

- (1) If a dwelling unit is contained within a mobile home park, as defined in [section 38-12-201.5\(3\)](#), or if there are four or fewer dwelling units sharing common walls or located on the same parcel, as defined in [section 30-28-302\(5\)](#), C.R.S., all of which have the same owner, or if the dwelling unit is a single-family residential premises:
- (a) A good faith rental agreement may require a tenant to assume the obligation for one or more of the charac-

teristics contained in [section 38-12-505\(1\)\(f\)](#), [\(1\)\(g\)](#), and [\(1\)\(h\)](#), as long as the requirement is not inconsistent with any obligations imposed upon a landlord by a governmental entity for the receipt of a subsidy for the residential premises; and

(b) For any dwelling unit for which a landlord does not receive a subsidy from any governmental source, a landlord and tenant may agree in writing that the tenant is to perform specific repairs, maintenance tasks, alterations, and remodeling, but only if:

(I) The agreement of the parties is entered into in good faith and is set forth in a separate writing signed by the parties and supported by adequate consideration;

(II) The work is not necessary to cure a failure to comply with [section 38-12-505\(3\)](#); and

(III) Such agreement does not affect the obligation of the landlord to other tenants' residential premises.

(2) For a single-family residential premises for which a landlord does not receive a subsidy from any governmental source, a landlord and tenant may agree in writing that the tenant is to perform specific repairs, maintenance tasks, alterations, and remodeling necessary to cure a failure to comply with [section 38-12-505\(3\)](#), but only if:

(a) The agreement of the landlord and tenant is entered into in good faith and is set forth in a writing that is separate from the rental agreement, signed by the parties, and supported by adequate consideration; and

(b) The tenant has the requisite skills to perform the work required to cure a failure to comply with [section 38-12-505\(3\)](#).

(3) To the extent that performance by a tenant relates to a characteristic set forth in [section 38-12-505\(1\)](#), the tenant shall assume the obligation for such characteristic.

(4) If consistent with this section a tenant assumes an obligation for a characteristic set forth in [section 38-12-505\(1\)](#), the lack of such characteristic shall not make a residential premises uninhabitable.

§ 38-12-507. Breach of warranty of habitability--tenant's remedies

(1) If there is a breach of the warranty of habitability as set forth in [section 38-12-503\(2\)](#), the following provisions shall apply:

(a) Upon no less than ten and no more than thirty days written notice to the landlord specifying the condition alleged to breach the warranty of habitability and giving the landlord five business days from the receipt of the written notice to remedy the breach, a tenant may terminate the rental agreement by surrendering possession of the dwelling unit. If the breach is remediable by repairs, the payment of damages, or otherwise and the landlord adequately remedies the breach within five business days of receipt of the notice, the rental agreement shall not terminate by reason of the breach.

(b) A tenant may obtain injunctive relief for breach of the warranty of habitability in any court of competent jurisdiction. In any proceeding for injunctive relief, the court shall determine actual damages for a breach of the warranty at the time the court orders the injunctive relief. A landlord shall not be subject to any court order for injunctive relief if the landlord tenders the actual damages to the court within two business days of the order. Upon application by the tenant, the court shall immediately release to the tenant the damages paid by the landlord. If the tenant vacates the leased premises, the landlord shall not be permitted to rent the premises again until such time as the unit would be in compliance with the warranty of habitability set forth in [section 38-12-503\(1\)](#).

(c) In an action for possession based upon nonpayment of rent in which the tenant asserts a defense to possession based upon the landlord's alleged breach of the warranty of habitability, upon the filing of the tenant's answer the court shall order the tenant to pay into the registry of the court all or part of the rent accrued after due consideration of expenses already incurred by the tenant based upon the landlord's breach of the warranty of habitability.

(d) Whether asserted as a claim or counterclaim, a tenant may recover damages directly arising from a breach of the warranty of habitability, which may include, but are not limited to, any reduction in the fair rental value of the dwelling unit, in any court of competent jurisdiction.

(2) If a rental agreement contains a provision for either party in an action related to the rental agreement to obtain attorney fees and costs, then the prevailing party in any action brought under this part 5 shall be entitled to recover reasonable attorney fees and costs.

§ 38-12-508. Landlord's defenses to a claim of breach of warranty--limitations on claiming a breach

(1) It shall be a defense to a tenant's claim of breach of the warranty of habitability that the tenant's actions or inactions prevented the landlord from curing the condition underlying the breach of the warranty of habitability.

(2) Only parties to the rental agreement or other adult residents listed on the rental agreement who are also lawfully residing in the dwelling unit may assert a claim for a breach of the warranty of habitability.

(3) A tenant may not assert a claim for injunctive relief based upon the landlord's breach of the warranty of habitability of a residential premises unless the tenant has given notice to a local government within the boundaries of which the residential premises is located of the condition underlying the breach that is materially dangerous or hazardous to the tenant's life, health, or safety.

(4) A tenant may not assert a breach of the warranty of habitability as a defense to a landlord's action for possession based upon a nonmonetary violation of the rental agreement or for an action for possession based upon a notice to quit or vacate.

(5) If the condition alleged to breach the warranty of habitability is the result of the action or inaction of a tenant in another dwelling unit or another third party not under the direction and control of the landlord and the landlord has taken reasonable, necessary, and timely steps to abate the condition, but is unable to abate the condition due to circumstances beyond the landlord's reasonable control, the tenant's only remedy shall be termination of the rental agreement consistent with [section 38-12-507\(1\)\(a\)](#).

(6) For public housing authorities and other housing providers receiving federal financial assistance directly from the federal government, no provision of this part 5 in direct conflict with any federal law or regulation shall be enforceable against such housing provider.

§ 38-12-509. Prohibition on retaliation

(1) A landlord shall not retaliate against a tenant for alleging a breach of the warranty of habitability by discriminatorily increasing rent or decreasing services or by bringing or threatening to bring an action for possession in response to the tenant having made a good faith complaint to the landlord or to a governmental agency alleging a breach of the warranty of habitability.

(2) A landlord shall not be liable for retaliation under this section, unless a tenant proves that a landlord breached the warranty of habitability.

(3) Regardless of when an action for possession of the premises where the landlord is seeking to terminate the tenancy for violation of the terms of the rental agreement is brought, there shall be a rebuttable presumption in favor of the landlord that his or her decision to terminate is not retaliatory. The presumption created by this subsection (3) cannot be rebutted by evidence of the timing alone of the landlord's initiation of the action.

(4) If the landlord has a right to increase rent, to decrease service, or to terminate the tenant's tenancy at the end of any term of the rental agreement and the landlord exercises any of these rights, there shall be a rebuttable presumption that the landlord's exercise of any of these rights was not retaliatory. The presumption of this subsection (4) cannot be rebutted by evidence of the timing alone of the landlord's exercise of any of these rights.

§ 38-12-510. Unlawful removal or exclusion

It shall be unlawful for a landlord to remove or exclude a tenant from a dwelling unit without resorting to court process, unless the removal or exclusion is consistent with the provisions of article 18.5 of title 25, C.R.S., and the rules promulgated by the state board of health for the cleanup of an illegal drug laboratory or is with the mutual consent of the landlord and tenant or unless the dwelling unit has been abandoned by the tenant as evidenced by the return of keys, the substantial removal of the tenant's personal property, notice by the tenant, or the extended absence of the tenant while rent remains unpaid, any of which would cause a reasonable person to believe the tenant had permanently surrendered possession of the dwelling unit. Such unlawful removal or exclusion includes the willful termination of utilities or the willful removal of doors, windows, or locks to the premises other than as required for repair or maintenance. If the landlord willfully and unlawfully removes the tenant from the premises or willfully and unlawfully causes the termination of heat, running water, hot water, electric, gas, or other essential services, the tenant may seek any remedy available under the law, including this part 5.

§ 38-12-511. Application

- (1) Unless created to avoid its application, this part 5 shall not apply to any of the following arrangements:
- (a) Residence at a public or private institution, if such residence is incidental to detention or the provision of medical, geriatric, education, counseling, religious, or similar service;
 - (b) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser, seller, or a person who succeeds to his or her interest;
 - (c) Occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of the organization;
 - (d) Transient occupancy in a hotel or motel that lasts less than thirty days;
 - (e) Occupancy by an employee or independent contractor whose right to occupancy is conditional upon performance of services for an employer or contractor;
 - (f) Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a cooperative;
 - (g) Occupancy in a structure that is located within an unincorporated area of a county, does not receive water, heat, and sewer services from a public entity, and is rented for recreational purposes, such as a hunting cabin, yurt, hut, or other similar structure;

(h) Occupancy under rental agreement covering a residential premises used by the occupant primarily for agricultural purposes; or

(i) Any relationship between the owner of a mobile home park and the owner of a mobile home situated in the park.

(2) Nothing in this section shall be construed to limit remedies available elsewhere in law for a tenant to seek to maintain safe and sanitary housing.

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