Residential Landlord Tenant Guide

A Comprehensive Guide for All Denver Renters Including: Youth, Adults, Aging, Immigrants, Refugees, LGBTQ and People with Disabilities

INTRODUCTION

This Guide summarizes the rights and obligations of residential **Landlords** and **Tenants** in Denver, Colorado as of October 2017. This guide ***does not constitute legal advice*** and the information in this Guide can change at any time. Further, this guide does not represent a complete analysis of Tenancy law. This merely serves as a general resource guide to Tenants and Landlords on their rights and obligations, and though it outlines those principles generally, there are exceptions that may apply. Where there are additional questions, please access the resources contained herein. The meaning of certain common words used in this guide can be found in the **Glossary** section. Please review these terms before reading further.

Landlords and Tenants should try to work out their differences before seeking outside help. However, if they are not able to resolve disputes on their own, they are encouraged to contact Community Mediation Concepts at CMC@FindSolutions.org or 303-717-4151, a free service provided by the City of Denver. **Mediation** is an opportunity to sit down with a professional who will help you discuss issues and concerns in a confidential manner, identify options that work for both the Landlord and the Tenant, and provide a **Memorandum of Understanding**, a written agreement. Mediation can save time and money and find solutions both the Landlord and the Tenant can agree on. Please see Appendix A of this Guide for more information on Mediation generally.

TENANT RIGHTS AND LANDLORD OBLIGATIONS AT A GLANCE

TENANT RIGHTS AND OBLIGATIONS

- To negotiate with the landlord on language within the lease assuring privacy and requiring advance notice for entry by the Landlord.
- Have the security deposit returned at lease-end, minus any expenses arising from damage or unpaid rents.
- Have the property maintained and repairs made in a timely fashion.
- The right not to be discriminated against during the rental or tenancy phases.
- The right to be informed in writing of any changes to the contract or Landlord-Tenant arrangements.
- To receive proper notice prior to eviction.
- The right to all government services, voting & school attendance, regardless of whether you own or rent your residence.
- To receive proper notice prior to eviction, and to dispute an eviction in court.
- The right to enjoy a habitable and safe residence.

LANDLORD RIGHTS AND OBLIGATIONS

- Maintain the property.
- Make and/or pay for necessary repairs.
- Provide notifications in writing when the property is being transferred to a new owner, or when other changes are made that potentially affect the Tenant.
- Ensure the premises remain safe and deal with other Tenants who are causing a problem or who are violating the terms and conditions of their lease.
- Provide 21 days notice of rent increase and Notice to Quit where Tenant holds a short-term lease.
- Provide Tenants, regardless of immigration status, with the same rental processes and protections throughout the entire tenancy.
- Not to engage in criminal acts.

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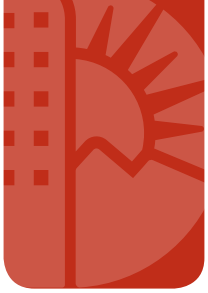

GLOSSARY AND DEFINITIONS

ACCESSORY DWELLING UNIT – A legal and regulatory term for a secondary house or apartment with its own kitchen, living area and separate entrance that shares the building lot of a larger, primary house.

AN ASSIGNMENT – An assignment of a lease is a distinctly different legal event compared with a sublease of the leased premises, although each achieves a similar practical result. An assignment of a lease is a complete transfer of the right to be the Tenant under the lease.

CERTIFIED LETTER – A certified letter is used by the sender because they want a record of the recipient getting it.

COLORADO FAIR HOUSING ACT – The Colorado Fair Housing Act prohibits discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, ancestry, marital status, family status (children under 18 and pregnant women), religion or disability.

COMPLIANCE – Acting in accordance with a request or command, rule or instruction. Compliance can be narrowly defined to mean the process by which an organization ensures that it observes and complies with the external statutory laws and regulations.

COUNTERCLAIM – A claim that is made to offset another claim, especially one made by the defendant in a legal action.

DWELLING UNIT – One or more habitable rooms constituting a unit for permanent occupancy, having one kitchen together with facilities for sleeping, bathing, and which the unit occupies a structure or portion of a structure.

EVICTION – When the court orders the Tenant to leave the property.

FEDERAL FAIR HOUSING ACT – The Federal Fair Housing Act prohibits discrimination on the basis of race, creed, color, sex, national origin, family status, religion or disability.

FORCIBLE ENTRY AND DETAINER (FED) – FED, also known as an eviction action, is a process of restoring possession of the rental premises back to the rightful owner. Colorado law requires residential Landlords to follow a specific process in order to evict a Tenant. A Landlord must engage the judicial

process to evict a Tenant and the Landlord is prohibited from self-eviction outside the judicial process. The law also prohibits the Landlord from terminating utilities, threatening the Tenant, taking Tenant's belongings and from retaliating against Tenants.

HOME OCCUPATION PERMIT – Home occupation permits are issued to legally establish limited business activity out of your home.

LANDLORD - A person who rents the property to others.

LEASE - A written or oral contract between the Landlord and the Tenant where the Tenant can possess and use the Landlord's property for a period of time in exchange for rent.

LIABILITY – The state of being responsible for something, especially by law.

MEDIATION – An opportunity to sit down with a professional who will help you discuss issues and concerns in a confidential manner, identify options that work for both the Landlord and the Tenant, and provide a Memorandum of Understanding, a written agreement. Mediation can save time and money and find solutions both the Landlord and the Tenant can agree on.

MEMORANDUM OF UNDERSTANDING (MOU) – A formal agreement between two or more parties. Companies and organizations can use MOUs to establish official partnerships. MOUs are not legally binding but they carry a degree of seriousness and mutual respect, stronger than a "gentlemen's agreement".

MONTH-TO-MONTH LEASE – A rental agreement for a one-month period that is renewed automatically each month for another month until properly terminated by either party.

MULTI-UNIT DWELLING – Three or more dwelling units contained in a single structure

NORMAL WEAR AND TEAR – The expected decline in the condition of a property due to normal everyday use. It is a deterioration that occurs in the course of living in a property. It is not caused by abuse or neglect. Examples are small stains on a carpet, a few scrapes or dings in a wood floor, color of carpet or hardwood fading due to sunlight, dirty grout, silver finish on bathroom fixtures beginning to wear away. Example of damage are: a smashed bathroom mirror; broken toilet seat.

NOTICE TO QUIT – When the Tenant does not have the option to correct the problem cited by the Landlord, and you must leave the rental unit within the required time period. The Tenant may receive this notice if they have broken the same condition of the lease several times. They may also receive this type of notice if they have committed a substantial violation, usually an act of violence or a drug-related felony.

OCCUPANCY – The act, state, or condition of being or becoming a Tenant or of living in or taking up quarters or space in or on something; the possession or tenancy of a property.

ORDINANCE – A piece of legislation enacted by a municipal authority.

PREMISES – Premises are the building, land and the improvements on it.

REASONABLE ATTORNEY FEES AND COSTS OF A LAWSUIT – What constitutes a reasonable fee may be more or less than the client is obligated to pay the attorney. It is a determination that ultimately must be made by the court.

REASONABLE COSTS – Reasonable cost is a price that is consistent with what a reasonable person would pay in the same or similar circumstances for the same business or for the same or similar item.

RESIDENCE – A person's home; the place where someone lives.

SINGLE UNIT DWELLING – One dwelling unit contained in a single structure.

TENANT - A person who rents the property from the Landlord.

TERM - The amount of time the lease is for (such as one year or one month).

TERMINATION OF A LEASE – The severance of the Landlord and Tenant relationship before the leasehold term expires through the ordinary passage of time.

THREE-DAY DEMAND FOR COMPLIANCE OR POSSESSION (THREE DAY DEMAND) – If the Tenant has not paid rent or violates the terms of the lease, the Landlord must give the Tenant a signed Three Day Demand for the rent owed or identify the violation of the lease to start the FED process. The Tenant can pay the rent if rent is owed, correct the violation, or move out within three days.

TWO-UNIT DWELLING – Two dwelling units contained in a single structure.

SECURITY DEPOSIT – A deposit of money to secure the lease of a rental property.

SECURITY DEPOSIT DEDUCTIONS – The amount of money that the Landlord is able to deduct from the security deposit if something in the property is extremely dirty or broken at the end of the lease.

SEVEN-DAY DEMAND LETTER – The Tenant can send a Seven Day Demand Letter if the Landlord does not return the security deposit or does not send a detailed list of deductions on time, or if the Tenant disagrees with the Landlord on the amount, the Tenant should send a certified letter, return receipt requested, to the Landlord and keep a copy of it and the certified mail receipt. This letter should state that the Tenant will sue the Landlord for three times the amount of the security deposit currently being withheld by the Landlord, if the security deposit is not returned to the Tenant within seven days of the receipt of the letter. The letter must state:

1. the address of the property,
2. the dates of the Tenant's occupancy,
3. the amount of the security deposit paid,
4. the Tenant's mailing address, and
5. a statement by the Tenant explaining any disagreement with deductions from the security deposit.

SHORT-TERM LEASE - a tenancy period of one month or more but less than six months.

SUBLEASE – A lease granted by one who is already a lessee of a property.

UNINHABITABLE LIVING CONDITION – Generally speaking, these are conditions that make living in a home or premises unsafe or impossible. Aesthetics such as an ugly paint color or worn carpet generally do not render a property uninhabitable. Defects or conditions such as a missing window, broken front security gate, absence of deadbolt locks on exterior doors, a defective electrical outlet, infestations or mold, dangerous criminal activity, an unlit stairway, an inefficient heater or air conditioner, low water pressure, slow drain or a bad smell, or noise can render a place uninhabitable. The rented premises must always meet minimum standards of habitability, including compliance with applicable housing and building codes.

WARRANTY OF HABITABILITY – Every Landlord is required to fulfill certain requirements that makes the rental property fit for human habitation. A Landlord breaches the warranty of habitability if i) a residential premises is deemed uninhabitable or otherwise unfit for human habitation; ii) the residential premises is in a condition that is materially dangerous to the Tenant's life, health, or safety; and iii) the Landlord has received written notice of the uninhabitable, unfit or dangerous conditions and failed to cure the problem within a reasonable time.

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THE LEASE

- A **lease** is a written or oral contract between the Landlord and the Tenant where the Tenant can possess and use the Landlord's property for a period of time in exchange for rent. Tenants should carefully read written leases before signing as many are different.
- Once a lease is signed or orally agreed to, there is no period for either party to just walk away from the lease. Any changes that are negotiated between the Landlord and the Tenant after a lease has been signed should be formalized in writing and signed by both parties.
    - Leases should include terms such as the rent amount, the term of the lease, amount of any security deposit, any additional security deposit and/or rent for pets, discussion of how utilities are to be paid, and other rules.
    - It is recommended that oral agreements be put in writing. If there is no written lease, then it is generally considered a **"month-to-month" lease**.

TENANT TIP

Tenant has the right not to have to sign a lease for a property they don't want or be forced to sign a lease agreement that they don't agree to.

Immigrant, Undocumented and Refugee individuals and families have the same Tenant rights and protections as all Denverites.

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LEASE PROVISIONS

FEES

- Late-Rent Fees: If specified within the lease agreement, reasonable/non-excessive late fees may be assessed by Landlords when rent is past due.
- Applications Fees: When the Tenant applies for a lease with the Landlord, the Tenant, and anyone else named on the rental agreement, usually will be charged an application fee. The application fee is meant to cover the cost of obtaining a credit report and verifying the information on the application, which may include a background check. Currently in Colorado there are NO CAPS on the dollar amount for application fees.

RENT INCREASES

- If a lease specifies the amount of rent to be paid, it cannot be raised during the lease period. Once the lease has expired the agreed rent amount may change.
- Colorado law provides that where there is a **short-term lease** a Landlord must provide 21-days notice to the Tenant to increase rent. A short-term lease is a tenancy of one-month or longer, but less than six months.
- When you pay for rent with cash or money order, you should request a receipt to document how much rent was paid.

A Tenant should always review their lease, as leases can vary in terms and conditions. Tenants who have a lease through A FEDERALLY SUBSIDIZED HOUSING PROVIDER should look at the terms of their lease and contact THEIR PROVIDER with any questions they may have.

TENANT TIP

It is always best to put a lease in writing, and for both parties to keep a copy of the lease, if possible.

DISCRIMINATION

- **The Colorado Fair Housing Act** prohibits discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, ancestry, marital status, family status (children under 18 and pregnant women), religion or disability.
- The Colorado Fair Housing Act applies to leasing of all premises except for nonprofit, fraternal, educational or social organizations/clubs and rooms offered for rent or lease in a **single family dwelling** maintained and occupied in part by the owner as their home.
- If the Tenant believes they have been discriminated against, they should contact the Colorado Civil Rights Division at 1-800-262-4845 (toll free) or 303-894-2997, which is located at 1560 Broadway, Ste. 1050, Denver, CO 80202. Their website is **http://www.dora.state.co.us/civil-rights/**.

TENANT TIP If you feel you've been discriminated against be sure to contact Denver Metro Fair Housing Center, HUD or Colorado Civil Rights Division

- **The Federal Fair Housing Act** prohibits housing discrimination based on race, color, national origin, religion, sex, disability, and familial status (i.e., presence of children under the age of 18 in the household or pregnancy). ***The Fair Housing Act does not specifically include sexual orientation and gender identity as prohibited bases. However, discrimination against a lesbian, gay, bisexual, or transgender (LGBT) person may be covered by the Fair Housing Act if it is based on non-conformity with gender stereotypes.*** For example, if a housing provider refuses to rent to an LGBT person because he believes the person acts in a manner that does not conform to his notion of how a person of a particular sex should act, the person may pursue the matter as a violation of the Fair Housing Act's prohibition of sex.
- If the Tenant believes they were discriminated against, the Tenant can contact the Denver Metro Fair Housing Center (DMFHC) at 720-279-4291, located at 3280 Downing Street, Suite B, Denver, CO 80205. **http://www.dmfhc.org** They may also contact the Colorado Office of the Department of Housing and Urban Development (HUD) at 1-800-877-7353 (toll free) or 303-672-5437 and located at 1670 Broadway, Denver, CO 80202. **http://portal.hud.gov/hudportal/HUD?src=/states/colorado/**.

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RENTAL PERIOD OR TENANCY

TENANT RIGHTS AND OBLIGATIONS

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LANDLORD RIGHTS AND OBLIGATIONS

- Maintain the property.
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- Ensure the premises remain safe and deal with other Tenants who are causing a problem or who are violating the terms and conditions of their lease.
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- Not to engage in criminal acts.

RESPONSIBILITY TO REPAIR AND MAINTAIN THE RENTAL

- Warranty of Habitability (Dangerous/Uninhabitable Property)
  - Unless the lease states otherwise, the Landlord must not interfere with the Tenant's right to use the property as a residence. If the Landlord does interfere, making the property unusable as a residence, the Tenant may elect to leave the property, terminate the lease and pay no additional rent.
  - Before the Tenant can move out for this reason, the Tenant must notify the Landlord of the problem and give the Landlord reasonable time to fix the problem.
  - The property becomes uninhabitable when there is a disturbance making the property unusable as a residence. This is called the Warranty of Habitability. By virtue of renting a property, the Landlord warrants that it is fit for human use.

Warranty of Habitability (Dangerous/ Uninhabitable Property) is monitored and enforced by Denver Environmental Health. Call 211 or Denver Environmental Health at (720) 865-5365 with questions or concerns.

  - A property is deemed unusable as a residence if it substantially lacks any of the following:
    1. Waterproofing and weather protection of roof and exterior walls in good working order, including unbroken windows and doors;
    2. Electric, heating, plumbing and gas facilities in good working order;
    3. Running water and reasonable amounts of hot water and connection to a sewage disposal system;
    4. Clean common areas, adequate exterior area for garbage and extermination in response to the infestation of rodents or vermin;
    5. Floors, stairways and railings in good repair;
    6. Locks on all exterior doors and locks or security devices on windows designed to be opened;
    7. The property must include a kitchen, bathroom, garbage storage and disposal process, and water heating facilities.
    8. There must be proper light, ventilation, heating, and pest control.
    9. Compliance with all applicable building, housing and health codes to the extent dangerous or hazardous to a Tenant's life, health or safety.
  - Rent may only be withheld by the Tenant when (i) the Tenant finds the premises is unfit for the uses reasonably intended by the Landlord and Tenant (ii) the premises contain a condition that is materially dangerous or hazardous to the Tenant's life, health or safety and (iii) the Landlord has received written notice of the condition and has failed to correct it within a reasonable amount of time. Tenants should speak to an attorney before exercising this option as there are strict procedures involved when it comes to withholding rent. See **Resources**.

COMPLIANCE WITH MAINTENANCE AND REPAIRS

- Except for common areas and facilities in multi-unit properties, the Landlord is required to repair and maintain the premises only if:
  1. The premises does not meet the standards of Warranty of Habitability (see above);
  2. There is an agreement between the Landlord and the Tenant (such as a lease) which specifies that the Landlord is responsible for repairing or maintaining the premises; or
  3. There is an agreement between the Landlord and the Tenant that the Landlord will make specific repairs.
- The Tenant should check the lease to see if the lease states who is responsible for maintaining and repairing the property. If it is the Landlord, the Tenant should contact the Landlord. If the Landlord refuses to act promptly, the Tenant may present a written list of the needed repairs to the Landlord requesting that the repairs be made by a certain date.
- The Tenant should keep a copy of any writings to the Landlord, follow-up any verbal agreements with the Landlord in writing to confirm the agreement, be reasonable in allowing the Landlord time to make the repairs, and follow-up with a written reminder to the Landlord if the repairs have not been made.
- If the Landlord does not make required repairs within a reasonable amount of time, the Tenant may be able to have the rent lowered because the repairs have not been completed and it has prevented Tenant's use of the property (such as broken appliances or a flooded room). In this case, the Tenant may ask the Landlord to lower the amount of rent, but the reduction of rent is a negotiation.
- A Tenant who withholds rent until repairs are made can be evicted for nonpayment of rent. Tenants cannot make their own repairs and deduct the costs from the rent.

TENANT TIP

Make sure the lease clearly states who is responsible for maintaining and repairing the property so there is no confusion when requesting repairs.

CONDITION OF PROPERTY ON MOVE IN/MOVE OUT

- Before the Tenant moves in, a list of existing damages and necessary cleaning should be prepared and signed by all Tenants and the Landlord. If either party is unavailable or unwilling to do this, another person should witness the inventory, sign the list and then provide the other party with a copy of this list. In addition, it is best to take photographs of individual rooms and specific items to document their condition.
- When moving out, the Tenant should have the Landlord visit the property with them, listing damages or necessary cleaning. The Tenant and the Landlord should sign copies of the list and keep copies for their records. If either Landlord or Tenant is unavailable or unwilling to do a walk-through, then the participating party should arrange for an additional person to witness the condition of the premises and sign the list.

BEST PRACTICE

A check list of existing damages protects both the Tenant and Landlord and allows you both to have a record of the premises conditions from the start.

PRIVACY

- Colorado law gives Tenants a right to legally use the leased premises, which protects Tenants' privacy.
    - Landlords may inspect, do repair work, or show the premises to prospective buyers or renters without notice and at any time if the lease states that the Landlord has retained the right to control, reenter, or repair the premises.
    - To protect this right, Tenants may negotiate with Landlords to include language in the lease assuring privacy and requiring advance notice for entry by the Landlord.
    - If the Tenant believes that the Landlord is interfering with their right to privacy, the Tenant should try to negotiate with the Landlord. If an agreement cannot be reached, the advice of an attorney should be sought, or mediation can be requested through Community Mediation Concepts (CMC@FindSolutions.org, 303-717-4151).
      See **Resources**.
    - If a lease provides the Landlord the right to enter the residence and the Tenant denies entry to the Landlord, the Landlord may begin eviction proceedings against the Tenant.

TENANT TIP

If the Tenant feels their privacy is being violated by the Landlord, communication is always best. If that does not work, then mediation or other legal aid may be necessary.

- Threats, intimidation, and continued invasion of Tenants' privacy need not be tolerated and legal advice and/or mediation should be sought should such behavior by the Landlord continue.
- The Tenant may replace the locks on the premises if the Tenant wishes to prevent unreasonable visits by the Landlord. However, the Tenant will be liable for any damages, and the Landlord can retain from the security deposit the cost for removal of locks. An attorney should be consulted before the Tenant denies entry to the Landlord. See **Resources**.

TENANTS PERSONAL PROPERTY

- The Landlord is generally not responsible for damage to the Tenant's personal property. The Tenant should consider purchasing renter's insurance to protect personal property.
- Colorado law gives Landlords the right to a lien on Tenant's personal property in the event of unpaid rent.
- If the Tenant vacates the premises and leaves behind any personal possessions, the Landlord may sell those items provided the Tenant has not contacted the Landlord for 30 days, the Landlord has received no indication that the Tenant has not abandoned the possessions, and the Landlord gives at least 15 days written notice to the last known address of the Tenant prior to selling the items.

WHEN THE RENTAL PROPERTY IS SOLD

- When rental property is sold, the new owner becomes the new Landlord and is subject to all of the obligations of the previous Landlord owner unless the lease states otherwise.

SAFE OCCUPANCY

- Denver recently passed an ordinance that allows the owners or Tenants of buildings that have undergone work that was not properly permitted by Denver to voluntarily disclose such work and coordinate with Denver to comply with the Building and Fire Code. Denver will work to create a compliance plan designed to bring the building into compliance with the Building and Fire Code. These plans must be approved by the Denver Building Official, meet the compliance benchmarks in the plan and be completed within 365 days, along with other requirements.
  To learn more, visit **www.denvergov.org/safeoccupancy**.

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TERMINATION OF THE LEASE

TERMINATING A TERM LEASE

- Termination is either the end of the lease term or if both parties agree to terminate the lease before the end of the term.
- If a lease has an end date or a specific lease period, then the lease ends automatically at that time. Then the Tenant must leave and the Landlord is not required to renew the lease.
- If a lease requires specific notice to be given before termination, then such notice must be given before the lease is terminated, otherwise the lease continues.

TERMINATING A MONTH-TO-MONTH AND OTHER SHORT-TERM LEASES

- A short-term lease is a tenancy of one-month or longer, but less than six months.
- If there is no written lease, it is considered a month-to-month lease.
- Generally, if a lease was not renewed but the Tenant stays in the property and continues to pay rent, then the lease becomes a month-to-month lease*. Some terms from the expired written lease may still apply unless Tenant and the Landlord agree otherwise.
- To terminate a short-term lease, the Landlord or Tenant must provide written notice by hand delivery or by mail to the other person at least 21 days before termination.

** The common law in Colorado is that, for leases a year-long or less, when a Tenant holds over and the Landlord continues to accept rent, then a new tenancy is implied for the same term as the previous tenancy (so, a year-long lease will become a new year-long lease, a 6-month lease will become a new 6-month lease, etc.) unless the current lease specifically says that it will convert to a month-to-month lease at the expiration.*

TENANT TIP

Pay close attention to the details around the termination of the lease to ensure that you act accordingly when the time comes: whether you have to give notice or if there is a specific end date identified in your lease.

- Where there is a month-to-month lease, then the Landlord or Tenant must provide written notice by hand delivery or by mail to the other person at least 21 days prior to the last day of the month.
- Where there is a month-to-month lease, if notice is not provided within the required time period, then an additional month is automatically added to the lease.

RENT AFTER EARLY MOVE OUT

- If the Tenant leaves before the end of a lease, the Tenant is still obligated to pay rent under the lease.
- The Landlord must make a reasonable effort to re-rent the premises if the Tenant moves out early. The Tenant may be responsible to pay rent until the lease is over or the Landlord rents the property to someone else.
- If the premises are re-rented for a lower amount, the Tenant may have to pay the difference. The Tenant may also be charged for the Landlord's **reasonable costs** of re-renting. The lease may include specific terms for re-renting and early move-out.

EXCEPTIONS FOR LEASE TERMINATIONS

- There are two situations that may allow for a Tenant to end a lease early, (i) if the Tenant is a victim of domestic violence or (ii) if the Tenant is an active military member.
- In the case of domestic violence, the Tenant must be seeking to leave the premises out of fear that the Tenant or any children are in danger. The Tenant must notify the Landlord in writing that the Tenant is a victim of domestic violence and provide a copy of either a police report dated within 60 days of the notice or a valid protection order.
- If the Tenant is a member of the military or joins the military, the Tenant may terminate a lease if the Tenant is called for active duty and/or is deployed. The Tenant must provide written notice of termination to the Landlord with a copy of the Tenant's military orders.

6

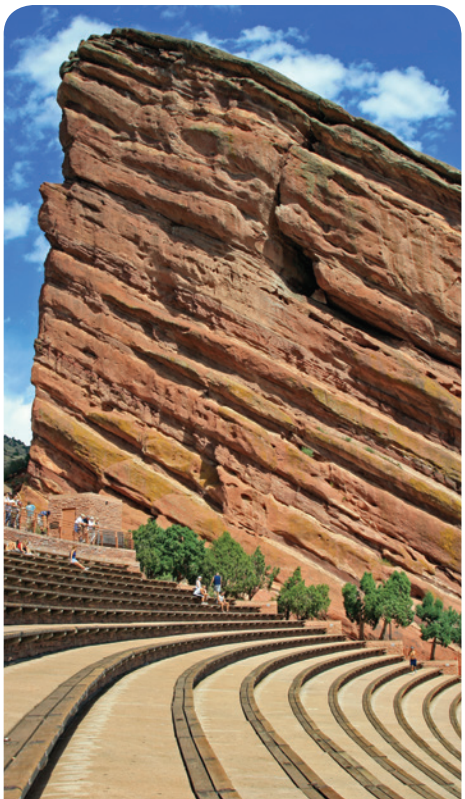
INVOLUNTARY TERMINATION/EVICTION

EVICTION GENERALLY

- **Eviction** is when the Tenant is court ordered to leave the property. Only a sheriff may enforce this court order, and Landlords can never evict without a court order and a sheriff. This type of legal action is called a **Forcible Entry and Detainer (FED)**.
- Landlords cannot legally deny Tenants access to the property, change the locks, or remove the Tenant's possessions without a court order. See the **Tenant's Personal Property** section below for more information as it relates to Tenant possessions.
- If the Tenant has not paid rent or violates the terms of the lease, the Landlord must give the Tenant a signed **Three-Day Demand for Compliance or Possession (Three-Day Demand)** stating the rent owed or identify the violation of the lease to start the FED process. The tenant can pay the rent if rent is owed, correct the violation, move out within three days, or dispute the eviction before a judge in court.
- The Landlord can serve a Three-Day Demand to the Tenant or other person occupying the premises by leaving a copy with a member of the Tenant's family above the age of fifteen years old residing at the premises, or by posting it in a conspicuous place on the property, such as the front door. The three days begins the day after receiving the notice or of the posting, even if the Tenant never sees the notice.

TENANT TIP

If you receive a three-day Notice from your Landlord, you should immediately contact the Landlord, **Community Mediation Concepts**, and/or an attorney to attempt to resolve the issues.



- If the Tenant does not pay, correct the violation, or move out, then the Landlord may file an eviction suit. The steps involved in this process are detailed in the Denver Eviction Process chart attached.
- Three-Day Demand requirements always apply, even if the language in the lease states otherwise.

EVICTION PROCEDURE

- If a Three-Day Demand was given to the Tenant, the Tenant should immediately contact the Landlord, Community Mediation Concepts (CMC@FindSolutions.org, 303-717-4151), or an attorney to try to resolve the issue. See **Resources**.
- If an eviction order is obtained in court, the Landlord should contact the sheriff to monitor the eviction. Under state law the winner of an eviction suit may receive reasonable attorney's fees and costs of the lawsuit from the other party if allowed by the lease.
- Landlords cannot remove the Tenants or prevent the Tenants from entering the property without a court order and the sheriff. Violence or intimidation should be reported to the police. In the event of a lockout, it is best that the Tenant not use force to reenter the premises and should immediately consult with an attorney.

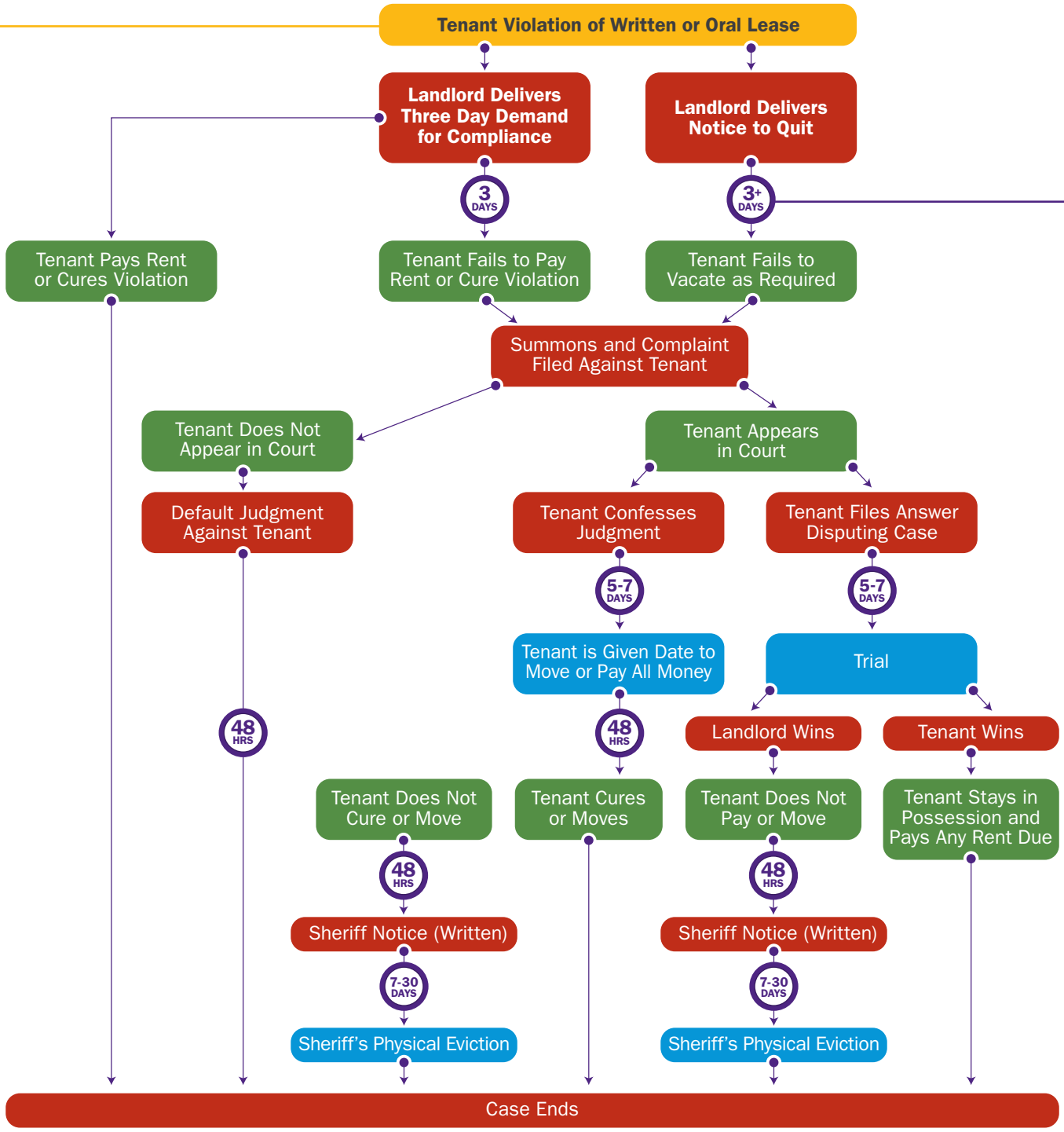
See the Eviction Process flowchart on the following page.

REPEATED OR SUBSTANTIAL VIOLATIONS OF A LEASE

- If the Tenant violates a lease multiple times and a Three-Day Demand was previously given, or there are more serious violations such as violence or drugs, the Landlord can post or deliver a **"Notice to Quit"**, which does not give the Tenant an opportunity to correct the violation. Instead the tenant must leave after the three day period, or dispute the eviction before a judge in court.
- Landlords can prohibit use of illegal drugs by the Tenant on the property, including recreational or medical marijuana.
- Generally, victims of domestic violence cannot be evicted without the opportunity to resolve the issue with the Landlord or go through the formal eviction process.

DENVER EVICTION PROCESS

- The only way a Landlord can terminate a lease and evict a Tenant from any type of rental property is by going through a Forced Entry and Detainer (FED) legal action to obtain a court order requiring the Tenant to vacate the property. It is never legal for a Landlord to evict a Tenant without a court order.
- The period for a Notice to Quit is 3, 21, 28, or 91 days, depending on the length of tenancy.
- Immigrant and undocumented families have the same Tenant protections and rights as all other Denverites.



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SECURITY DEPOSITS

SECURITY DEPOSITS ARE A DEPOSIT OF MONEY TO SECURE THE LEASE.

- Landlords can keep all or a portion of the security deposit for: unpaid rent, damage to the property beyond normal wear and tear, any cleaning the Tenant agreed to in the lease, and other violations of the lease with a financial cost.
- **"Normal wear and tear"** occurs from the use of the property as intended, without carelessness, accident, or abuse of the property by the Tenant or guests. An example of normal wear and tear is worn tracking in the carpet. Normal wear and tear does not include nail holes in the walls, stains on carpets, and mold on grout.

RETURN OF SECURITY DEPOSIT

- If the Tenant did not violate the lease, paid all rent owed, and has caused no damage beyond normal use, then the Tenant should receive the entire security deposit back.
- Within 30 days after termination of the lease the Landlord must return the full security deposit or give a detailed statement of the deductions from the security deposit along with the remaining balance of the security deposit to the Tenant. This time period may be extended up to 60 days if written in the lease.
- The Landlord can sue the Tenant for damages or unpaid rent in amounts greater than the security deposit.

TENANT TIP

NORMAL WEAR & TEAR

Worn and dirty carpet, faded curtains, worn out keys, dirty window screens, chipped paint

DAMAGE

Torn, stained, or burned carpet, torn or missing curtains, lost keys, torn or missing window screens, hole(s) in the wall

- The Tenant can sue to get the security deposit back and may receive three times the amount of the deposit that is withheld if the Landlord did not return the security deposit or provide a detailed statement on time.

RECOURSE FOR WITHHELD SECURITY DEPOSIT

- If the Landlord does not return the security deposit or does not send a detailed list of deductions on time, or if the Tenant disagrees with the Landlord on the amount, the Tenant should send a **certified letter**, return receipt requested, to the Landlord and keep a copy of it and the certified mail receipt. This letter, called a **"Seven-day Demand letter,"** should state that the Tenant will sue the Landlord for three times the amount of the security deposit currently being withheld by the Landlord, if the security deposit is not returned to the Tenant within seven days of the receipt of the letter. The letter must state:
    - the address of the property,
    - the dates of the Tenant's **occupancy**,
    - the amount of the security deposit paid,
    - the Tenant's mailing address, and
    - a statement by the Tenant explaining any disagreement with deductions from the security deposit.
- If the Landlord does not return the security deposit within the seven days, the Tenant may sue the Landlord in court. The Tenant may request three times the amount of the security deposit that has been withheld plus reasonable attorney's fees and court costs. The Landlord may **counterclaim** against the Tenant for any damages caused by the Tenant. Leases often state that the loser in a court action is responsible to pay the winner's attorney's fees.
- The Tenant or Landlord may request mediation by contacting Community Mediation Concepts (CMC@FindSolutions.org, 303-717-4151). See **Resources**.

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ROOMMATES

JOINT AND SEVERAL LIABILITY (MULTIPLE TENANTS)

- When more than one Tenant signs a lease, they are each responsible for the terms of the entire lease. Each Tenant is individually responsible for the entire rent, all damage to the property (even if the other Tenant caused the damage), or any other obligations under the lease.
- Landlords can evict both Tenants if the entire rent is not paid, or choose to evict only one Tenant, and Landlords can deduct damages from both Tenants' **security deposit** or only the one who caused the damage.

EXAMPLE

Tenants Tad and Tammy, their 5 children, Tammy's mother, and Tad's brother all live in one rental property. This is permitted because they are "family".

SUBLEASES AND ASSIGNMENTS

- A **sublease** is a separate agreement between the Tenant and a new Tenant that doesn't relieve the original Tenant from their obligations under the lease. Many times subleases are not permitted in the lease. For example, if a subtenant doesn't pay rent then the Landlord may sue the original Tenant, the subtenant, or both.
- An **assignment** is a contract between the original Tenant and a second Tenant which relieves the original Tenant of their obligation under the lease. If the second Tenant doesn't pay rent, the Landlord may only sue that Tenant.
- The Tenant cannot sublet or assign the lease without the Landlord's approval unless the lease provides otherwise.

OCCUPANCY & ACCESSORY DWELLING UNITS, (ADUS)

- The Denver Zoning Code determines the number of people that can legally occupy a **dwelling unit**. In a **Single Unit Dwelling** (such as a house), only two unrelated persons are allowed to occupy the dwelling unit. In a Two-Unit Dwelling (such as a duplex) or a Multi-Unit Dwelling (such as an apartment) four unrelated persons are allowed to occupy the unit. The number of bedrooms are not considered in the definitions of single unit dwelling, two-unit dwelling or multi-unit dwelling. If a Home Occupation Permit is granted, a single dwelling unit can be eligible for occupancy of three unrelated persons and two-unit or multi-unit dwelling unit can be eligible for occupancy of six unrelated persons. Individuals related by blood, marriage or adoption are exempt from these occupancy limits.

The Denver Zoning Code is enforced by Denver Community Planning and Development. For questions about code, zoning and ADUs, please contact 720-865-2915.

AGING ADULTS

- For Tenants 55 years and older, who need and meet the nursing facility level of care, and wish to remain on the rental premises, there is the Program of All Inclusive Care for the Elderly (PACE). To qualify, the Tenant must live in a service area of the PACE Organization and be able to live on the premises without risking their own health or safety. Find more information on the program and qualifications at **http://myinnovage.org/ProgramsandServices/InnovAgeGreaterColorado-PACE.aspx** or contact 211 for more information about services generally.
- The Denver Commission on Aging helps to make Denver the best community for older adults through outreach, communication and advocacy. Contact 720-913-8450 for more information about aging adult resources such as PACE, tax rebates or eviction assistance information.

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MEDIATION: EVICTION COURT DIVERSION

- Many Landlord/Tenant disputes can be solved by one party approaching the other with a view towards finding a solution. Landlords and Tenants should be sure to read the lease in detail and keep good records of any and all communications with the other party (including emails, notes from telephone calls, letters and photographs.)
- If direct negotiation isn't successful, mediation is often the next best alternative. Mediation is an assisted negotiation process in which a neutral mediator helps the parties communicate and listen to each other's point of view, develop a list of issues to be resolved, and negotiate a settlement that meets both parties' needs. Agreements reached in mediation are drawn up by the mediator and signed by the parties. For more information, go to **www.FindSolutions.org** or contact Community Mediation Concepts (CMC@FindSolutions.org, 303-717-4151). See Appendix A below for more information on mediation generally and what to expect if you choose to mediate your dispute through CMC.
- Free Mediation services may be available:
    - Prior to receiving or serving an eviction notice;
    - During the 3-Day Demand period; or
    - Prior to the Final Judgment
- Please see the **Eviction Flowchart**

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CONCLUSION

HERE IS HOW COMMUNITY MEDIATION CONCEPTS CAN HELP YOU THROUGH MEDIATION:

- Throughout the entire Landlord and Tenant relationship it is generally best if both parties keep good records, with notes and copies of all documents. This will allow for any disputes to be resolved more quickly and easily. Overall, though, anytime there is a dispute, it is highly recommended that both parties talk to each other and try to understand the other side's point of view, before seeking legal action. A relationship built on mutual respect seeks to ensure a fair and reasonable outcome for both parties and will help to make the Landlord/ Tenant experience a successful one.

RESOURCES

CITY/COUNTY DEPARTMENTS

Denver Development Services 311
(code violations, zoning inspections, neighborhood inspections, wastewater SUDP inspections)

Police (general non-emergency help) 720-913-2000

Denver Human Services 720-944-3666

Denver District Court Pro-Se and Self-Help Center 720-865-8440

Denver Development Services Inspector 720-865-2505

Denver Housing Authority 720-932-3000

Denver Community Planning and Development 720-865-2915

Denver Environmental Health 720-865-5365

Denver Anti-Discrimination Office 720-913-8458

Denver Commission on Aging 720-913-8450

Animal Control 720-913-1311

MEDIATION SERVICES

Community Mediation Concepts 303-717-4151

Conflict Resolution Services 303-355-2314

Court Mediation Services CMS 303-322-6750

Mediation Association of Colorado 303-322-9275

LEGAL RESOURCES

Denver Bar Association 303-860-1115

Colorado Legal Services (Denver Office) 303-837-1313

Rocky Mountain Legal Center 720-242-8642

University of Denver Student Legal Services 303-871-6140

Judicial Branch State of Colorado 303-441-4749
(Eviction and Small Claims Instructions)

Apartment Association of Metro Denver 303-329-3300

Colorado Eviction Defense Center 720-GET-HELP

Denver Metro Fair Housing Center (DMFHC) 720-279-4291

APPENDIX

A

MEDIATION: EVICTION COURT DIVERSION

HELPING PEOPLE TALK TO PEOPLE.

Mediation, or a facilitated conversation, encourages people who have reached a point of conflict, disagreement, or who are just plain out of apparent options, to talk their way to a resolution with the help of a professional.

In a safe, confidential, honest and productive environment, you'll have the help and experience of a professional mediator to identify and discuss concerns, issues and points of conflict; arriving at a cooperative and beneficial solution that works for everyone involved.

Solutions that are agreed to in mediation are almost always more cost effective, timely, comprehensive and lasting. This is because those involved in the situation are making decisions that work best for them, that they can commit to, and that will actually resolve the problem. Mediation also helps build trust and responsibility going forward.

HERE IS HOW MEDIATION WORKS:

- Give us a call or send us an email. We'll respond quickly and ask you a bit more about the situation. We'll also ask you for contact information of the other party involved; either the Landlord or the Tenant.
- If mediation seems like something that might work for you, we'll get started.
- We will contact the other party, explain the process and get their commitment to move forward.
- We will schedule your mediation as quickly as you'd like. We mediate during the day, evenings, and on weekends. We'll also find a place to mediate close to where you live, whether this is a library, rec center or elsewhere.
- Our professional mediator will help both of you discuss the situation and reach a resolution that you can agree upon and works for both of you.
- We will write your points of agreement up as a Memorandum of Understanding and you'll both sign before you leave. We will either provide a copy then or email a copy to you.
- It is simple, free and our success and satisfaction rates are over 90%.

If you're not sure, just give us a call and we'll explore the opportunity with you and answer any questions you have. If you believe mediation or a facilitated conversation will be helpful – you decide.

Our main number – 303-717-4151 or 303-651-6534
Email us at CMC@FindSolutions.org
Visit our website at www.FindSolutions.org

Community Mediation Concepts a nonprofit providing conflict resolution for the City of Denver