

COLORADO LANDLORD-TENANT



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The focus of this article is on Colorado law, if you are seeking assistance regarding the law of another state, you should consult an attorney from that state.

Security/Damage Deposit

- After a tenant moves out, a landlord has 30 days to refund the security deposit, or up to 60 days if provided in the lease.
- If the landlord withholds all or part of the security deposit they must still provide the tenant with an itemized statement of deductions from the deposit within the 30/60 day time frame.
- The landlord must mail the deposit or statement of withholding to the tenant's last known address. The tenant must notify the landlord of the tenant's new address.
- If after the 30 or 60 day time period the tenant has received neither a refund nor a statement of withholding, the tenant must request the refund in writing, and notify the landlord that the tenant will take legal action if the landlord does not return the deposit within seven (7) days from the date of the letter.
- The burden of proving the tenant caused the damages is on the landlord, not the tenant.
- If a landlord wrongfully withholds all or part of a security deposit the tenant may be entitled to triple the original amount ("treble damages"), court costs, and attorney's fees.

Evictions

- A landlord is required to serve a tenant with a three-day notice to demand the tenant pay the rent, correct the stated violation, or else to move out in three days.
- If the tenant does not take one of these steps by the third day, the landlord is required to get a court order to evict the tenant. The landlord cannot legally lock the tenant out without a court order.

Maintenance of Rental Properties

- The landlord is responsible for maintaining the property and making necessary repairs.
- Tenants may register complaints with Housing Code Enforcement at (719) 444-7891 to obtain enforcement of the housing code of rental properties located within Colorado Springs city limits.

Before You Move In

- Under Colorado law, landlords do not guarantee that the units they are renting are in livable condition or the premises will be maintained.
- To protect yourself, before you consider moving into an apartment or house, check the condition of the property

and write down items that appear to be damaged, not working properly, or need to be replaced. Keep a copy of this list for yourself, and give a copy to the landlord.

- If anything is unacceptable to you, bring it to the landlord's attention and get a written promise to repair it.

Rent Increases

- There are no limitations on the frequency of rent increases or the amount of an increase if your landlord notifies you of the increase within the proper time limits.
- Notice requirements:
 - Month-to-month tenancy: 10 days
 - Six month lease: one month prior to end of lease
 - Year lease: three months prior to end of lease

Simple Ways to Minimize Problems

- Get it in writing: any transaction between you and your landlord should be in writing, signed by you and your landlord, with each of you keeping a copy.
- Notify your landlord: if you are have a problem or complaint, notify your landlord in writing.
- Request receipts: get a receipt for any money you give your landlord. Never pay cash without getting a receipt.
- Pay your rent promptly: but if you can't, notify your landlord before the rent is due, and try to negotiate a mutually agreeable solution. Put that agreement in writing.
- Don't make alterations without permission: before you paint, wallpaper, install bookshelves, or otherwise alter the premises, get written permission from your landlord.
- Read everything you are asked to sign: make sure you understand what you are signing. Make an appointment with a Legal Assistance attorney if necessary.
- Keep it clean and orderly: don't allow family, friends, or pets to damage the property. If it does become damaged, notify the landlord of the damage, and explain what you will do to repair it.

The information provided in this document is for the sole use of Active Duty service members, retirees, and their families. The information is general in nature and provides only a brief overview of various legal matters. Rights and responsibilities vary widely according to the facts and circumstances in each case. Laws can vary across states, services, and civilian jurisdictions. Do not rely upon the general restatements of background information presented here without discussing your specific situation with a legal professional.

MILITARY CLAUSE

What happens if you leave the Air Force or PCS before your lease ends?

Perhaps the most important provision which military member must make sure is included in every lease is the military clause. This goes for tenants and landlords. Tenants want this clause in a lease to enable them to terminate the lease before its expiration date (usually with 30 days notice) preferably without a penalty. This protects members who PCS out of the area before the lease expires on its own terms. Most of the time the landlord of a member tenant will include language which allows a termination for military purposes only if the member comes under military orders to leave the local area. This is understandable as the landlord does not want a tenant simply deciding to move for a better housing deal in the locality.

Beware -- this may apply to on base housing as well, depending on the language in the clause. Being accepted for base housing is not the same as a PCS! You will either have to turn down base housing until your lease expires, or find another way out of your lease. Most leases contain a termination clause which would allow you to do so, but at a substantial penalty -- usually a full month's rent. Some military clauses also require the payment of a penalty. Remember, this is a contract you are signing. Try to negotiate the terms with the landlord, or seek legal advice if you are uncertain of the language.

Sample Military Clause for Member Tenants:

It is expressly agreed that in the event TENANT is or hereafter becomes a member of the United States Armed Forces, TENANT may terminate the lease on thirty days written notice in any of the following events: If TENANT receives permanent change-of-station orders to depart from the area in which the premises are located. If TENANT is offered on-base housing. If TENANT receives temporary duty orders requiring the TENANT to report to duty over 100 miles from the leased property for at least 60 days. If TENANT is released from active duty. If TENANT has leased the property prior to arrival in the area and TENANT is ordered to a different area before occupying the property. Other:_____.

Tenant shall suffer no penalty for the exercise of this termination.

Sample Military Clause for Member Landlords:

Members who are landlords should also be prepared to make use of military clauses. If you own a residential premises in an area which you are going to PCS to, you may want to live there yourself rather than find other living arrangements and continue renting out your property. If this is a possibility, you should include a military clause allowing you to terminate the lease with 30 days written notice to the tenant.

It is expressly agreed that in the event LANDLORD is or hereafter becomes a member of the United States Armed Forces, then LANDLORD may terminate this lease on thirty days written notice to TENANT in any of the following events: If LANDLORD receives permanent change-of-station

orders to return to the area in which the premises are located. If LANDLORD is released from active duty. Other:

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