

# 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.
- Security deposit cannot exceed amount of one month's rent.

### 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 must guarantee that the units they are renting are in livable condition or the premises will be maintained.

- This protection does not protect tenants from damage caused by themselves or their guests.
- 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

- If there is a lease, the landlord cannot raise the rent until the end of the lease.
- If there is not a lease, then 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 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.

## Military Clause

- Colorado law does not require leases to contain a military clause, but federal law does. See the Servicemembers Civil Relief Act (SCRA).
- Military clauses may be negotiated with each lease as they are all contracts.
- **Sample Military Clause for 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 (whether or not outside the local area/50-mile radius). 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 lease 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. It is further expressly agreed that in the event TENANT is effected by a United States Armed Forces Stop/Loss Order (prevented from separating or retiring from duty due to war or national conflict), TENANT may extend the lease on thirty days written notice, until the Stop Loss order is lifted.
- **Sample Military Clause for Landlords:** It is expressly agreed that in the event LANDLORD is or 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.
- SCRA specifically allows a tenant to terminate a lease if: they deploy or are temporarily reassigned to another base for more than 90 days, or if a permanent change of station (PCS) is ordered. Any provision preventing leaving upon any PCS (e.g. limiting it to PCS outside the local area) or limiting/removing another provision granted to the tenant under SCRA, requires a separate, 12-pt-font sheet where the military tenant signs to acknowledge that they are waiving SCRA rights. Termination for military retirement, orders to move onto base, military separation, etc., may be included in the contract as the landlord and tenant so decide.
- **Before you move in:** There's an implied warranty of habitability in every lease, which means that the rental property needs to be livable. So, if the water pipes are broken or if there are more rats than plates in the kitchen cupboards, the landlord needs to fix this and make the premises livable before you have to pay rent.

## Rental Foreclosure Protection

- **2009 Protecting Tenants of Foreclosure Act:** This act provides protections to all tenants, civilian or military. Tenants are given the right to stay in rented home throughout the lease unless the new owner will reside in the home or the lease is a month-to-month lease. Further, Tenants are given a 90-day period before they can be evicted and Landlords must provide 90 days notice before moving in as residents or before nonrenewal of a previous lease.
- **Government Paid Moves Due to Foreclosure:** This change provides protections to military members forced to find new housing because the house they were renting went into foreclosure. The JTFR and AF Instructions allow for a member to be moved at government expense when the notice of foreclosure is filed with the local housing office and coordinated through JA.

*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.*

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