(4) (a) If a tenant to a residential rental agreement or lease agreement notifies the landlord that the tenant is a victim of unlawful sexual behavior, stalking, domestic violence, or domestic abuse, the landlord shall not disclose such fact to any person except with the consent of the victim or as the landlord may be required to do so by law.

(b) If a tenant to a residential rental agreement or lease agreement terminates his or her lease pursuant to this section because he or she is a victim of unlawful sexual behavior, stalking, domestic violence, or domestic abuse, and the tenant provides the landlord with a new address, the landlord shall not disclose such address to any person except with the consent of the victim or as the landlord may be required to do so by law.

Source: L. 2004: Entire part added, p. 528, § 1, effective August 4. **L. 2005:** Entire section amended, p. 402, § 3, effective July 1. **L. 2017:** Entire part amended, (HB 17-1035), ch. 276, p. 1513, § 1, effective June 1.

PART 5

OBLIGATION TO MAINTAIN RESIDENTIAL PREMISES - UNLAWFUL REMOVAL

Law reviews: For article, "Colorado Implied Warranty of Habitability for Residential Tenancies: An Overview", see 38 Colo. Law. 59 (May 2009); for article, "Residential Tenancies, Lease to Eviction An Overview of Colorado Law", see 43 Colo. Law. 55 (May 2014); for article, "Warranty of Habitability, CRS §§ 38-12-501 et seq.", see 47 Colo. Law. 10 (Aug.-Sept. 2018).

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.

Source: L. 2008: Entire part added, p. 1820, § 3, effective September 1.

38-12-502. Definitions. As used in this part 5 and part 8 of this article 12, unless the context otherwise requires:

(1) "Appliance" means a refrigerator, range stove, or oven that is included within a residential premises by a landlord for the use of the tenant pursuant to the rental agreement or any other agreement between the landlord and the tenant. Nothing in this section requires a landlord to provide any appliance, and section 38-12-505 applies to appliances solely to the extent that appliances are part of a written agreement between the landlord and the tenant or are otherwise actually provided to a tenant by the landlord at the inception of the tenant's occupancy of the residential premises.

(2) "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.

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

(4) "Electronic notice" means notice by electronic mail or an electronic portal or management communications system that is available to both a landlord and a tenant.

(5) "Landlord" means the owner, manager, lessor, or sublessor of a residential premises.

(6) "Mold" means microscopic organisms or fungi that can grow in damp conditions in the interior of a building.

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

(8) "Residential premises" means a dwelling unit, the structure of which the unit is a part, and the common areas.

(9) "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

Source: L. 2008: Entire part added, p. 1820, § 3, effective September 1. **L. 2018:** IP amended, (SB 18-010), ch. 61, p. 608, § 1, effective August 8. **L. 2019:** Entire section amended, (HB 19-1170), ch. 229, p. 2305, § 2, effective August 2.

Editor's note: Section 10 of chapter 229 (HB 19-1170), Session Laws of Colorado 2019, provides that the act changing this section applies to conduct occurring on or after August 2, 2019.

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) Except as described in subsection (2.2) of this section, a landlord breaches the warranty of habitability set forth in subsection (1) of this section if:

(a) A residential premises is:

(I) Uninhabitable as described in section 38-12-505 or otherwise unfit for human habitation; or

(II) In a condition that materially interferes with the tenant's life, health, or safety; and

(b) The landlord has received reasonably complete written or electronic notice of the condition described in subsection (2)(a) of this section and failed to commence remedial action by employing reasonable efforts within the following period after receiving the notice:

(I) Twenty-four hours, where the condition is as described in subsection (2)(a)(II) of this section; or

(II) Ninety-six hours, where the condition is as described in subsection (2)(a)(I) of this section and the tenant has included with the notice permission to the landlord or to the landlord's authorized agent to enter the residential premises.

(2.2) In a case in which a residential premises has mold that is associated with dampness, or there is any other condition causing the residential premises to be damp, which condition, if not remedied, would materially interfere with the life, health, or safety of a tenant, a landlord breaches the warranty of habitability if the landlord fails:

(a) Within ninety-six hours after receiving reasonably complete written or electronic notice of the condition, to mitigate immediate risk from mold by installing a containment, stopping active sources of water to the mold, and installing a high-efficiency particulate air filtration device to reduce tenants' exposure to mold;

(b) To maintain the containment described in subsection (2.2)(a) of this section until the actions described in subsection (2.2)(c) of this section are executed; and

(c) Within a reasonable amount of time, to execute the following remedial actions to remove the health risk posed by mold:

(I) Establish appropriate protections for workers and occupants;

(II) Eliminate or limit moisture sources and dry all materials;

(III) Decontaminate or remove damaged materials as appropriate;

(IV) Evaluate whether the premises has been successfully remediated; and

(V) Reassemble the premises to control sources of moisture and nutrients and thereby prevent or limit the recurrence of mold.

(2.3) A tenant who gives a landlord electronic notice of a condition shall send such notice only to the e-mail address, phone number, or electronic portal specified by the landlord in the rental agreement for communications. In the absence of such a provision in the rental agreement, the tenant shall communicate with the landlord in a manner that the landlord has previously used to communicate with the tenant. The tenant shall retain sufficient proof of delivery of the electronic notice.

(2.5) A landlord who receives from a tenant written or electronic notice of a condition described by subsection (2)(a) of this section shall respond to the tenant not more than twenty-four hours after receiving the notice. The response must indicate the landlord's intentions for remedying the condition, including an estimate of when the remediation will commence and when it will be completed.

(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 does not constitute a breach of the warranty of habitability. It is not misconduct by a victim of domestic violence; domestic abuse; unlawful sexual behavior, as described in section 16-22-102 (9); or stalking under this subsection (3) if the condition is the result of domestic violence; domestic abuse; unlawful sexual behavior, as described in section 16-22-102 (9); or stalking and the landlord has been given written or electronic notice and evidence of domestic violence; domestic abuse; unlawful sexual behavior, as described in section 16-22-102 (9); or stalking, as described in section 38-12-402 (2)(a).

(4) (a) If the notice sent pursuant to subsection (2)(b) of this section concerns a condition that is described by subsection (2)(a)(II) of this section, the landlord, at the request of the tenant, shall provide the tenant:

(I) A comparable dwelling unit, as selected by the landlord, at no expense or cost to the tenant; or

(II) A hotel room, as selected by the landlord, at no expense or cost to the tenant.

(b) A landlord is not required to pay for any other expenses of a tenant that arise after the relocation period. A tenant continues to be responsible for payment of rent under the rental agreement during the period of any temporary relocation and for the remainder of the term of the rental agreement following the remediation.

(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.

Source: L. 2008: Entire part added, p. 1821, § 3, effective September 1. **L. 2017:** (3) amended, (HB 17-1035), ch. 276, p. 1515, § 2, effective June 1. **L. 2019:** (2), (3), and (4) amended and (2.2), (2.3), and (2.5) added, (HB 19-1170), ch. 229, p. 2306, § 3, effective August 2.

Editor's note: Section 10 of chapter 229 (HB 19-1170), Session Laws of Colorado 2019, provides that the act changing this section applies to conduct occurring on or after August 2, 2019.

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.

Source: L. 2008: Entire part added, p. 1822, § 3, effective September 1.

38-12-505. Uninhabitable residential premises. (1) A residential premises is deemed uninhabitable if:

(a) There is mold that is associated with dampness, or there is any other condition causing the residential premises to be damp, which condition, if not remedied, would materially interfere with the health or safety of the tenant, excluding the presence of mold that is minor and found on surfaces that can accumulate moisture as part of their proper functioning and intended use; or

(b) It substantially lacks any of the following characteristics:

(I) Functioning appliances that conformed to applicable law at the time of installation and that are maintained in good working order;

(II) Waterproofing and weather protection of roof and exterior walls maintained in good working order, including unbroken windows and doors;

(III) Plumbing or gas facilities that conformed to applicable law in effect at the time of installation and that are maintained in good working order;

(IV) 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;

(V) Functioning heating facilities that conformed to applicable law at the time of installation and that are maintained in good working order;

(VI) Electrical lighting, with wiring and electrical equipment that conformed to applicable law at the time of installation, maintained in good working order;

(VII) 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;

(VIII) Appropriate extermination in response to the infestation of rodents or vermin throughout a residential premises;

(IX) An adequate number of appropriate exterior receptacles for garbage and rubbish, in good repair;

(X) Floors, stairways, and railings maintained in good repair;

(XI) Locks on all exterior doors and locks or security devices on windows designed to be opened that are maintained in good working order; or

(XII) Compliance with all applicable building, housing, and health codes, the violation of which would constitute a condition that materially interferes with the life, health, or safety of the tenant.

(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 the rental agreement provides otherwise as permitted by section 38-12-506, before a residential premises is leased to a tenant, the residential premises must comply with the requirements set forth in section 38-12-503 (1) and (2)(a).

Source: L. 2008: Entire part added, p. 1822, § 3, effective September 1. **L. 2019:** (1) and (3) amended, (HB 19-1170), ch. 229, p. 2308, § 4, effective August 2.

Editor's note: Section 10 of chapter 229 (HB 19-1170), Session Laws of Colorado 2019, provides that the act changing this section applies to conduct occurring on or after August 2, 2019.

38-12-506. Exception for certain single-family residences. (1) For a single-family residence 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 comply with section 38-12-503, subject to the following requirements:

(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 comply with section 38-12-503 (1).

(2) To the extent that performance by a tenant relates to a characteristic set forth in section 38-12-505 (1), the tenant assumes the obligation for the characteristic, and the lack of the characteristic does not make the residential premises uninhabitable.

Source: L. 2008: Entire part added, p. 1823, § 3, effective September 1. **L. 2019:** Entire section R&RE, (HB 19-1170), ch. 229, p. 2309, § 5, effective August 2.

Editor's note: Section 10 of chapter 229 (HB 19-1170), Session Laws of Colorado 2019, provides that the act changing this section applies to conduct occurring on or after August 2, 2019.

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):

(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) (I) A tenant may obtain injunctive relief for breach of the warranty of habitability in any county or district court of competent jurisdiction. In a 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 is not subject to any court order for injunctive relief if:

(A) The landlord tenders the actual damages to the court within two business days after the order; and

(B) The proceeding for injunctive relief does not concern a condition described in section 38-12-503 (2)(a)(II) that has not been repaired or remedied.

(II) 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 residential premises, the landlord

shall not rent the residential premises again until the unit complies 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.

(e) (I) Pursuant to this subsection (1)(e), the tenant may deduct from one or more rent payments the cost of repairing or remedying a condition that is the basis of a breach of the warranty of habitability described in section 38-12-503, if the tenant provides notice of the condition to the landlord as described in section 38-12-503 (2)(b) or (2.2) and the landlord fails to:

(A) Commence remedial action by employing reasonable efforts within the applicable period described in section 38-12-503 (2)(b); or

(B) Complete the actions described in section 38-12-503 (2.2).

(II) At least ten days before deducting costs from a rent payment as described in this subsection (1)(e), a tenant shall provide the landlord with written or electronic notice of the tenant's intent to do so. The notice must specify the date of notification, the name of the landlord or property manager, the address of the rental property, the condition that requires a repair or remedy, the date upon which the tenant provided notice to the landlord of the condition that requires a repair or remedy, and a copy of at least one good-faith estimate of costs to repair or remedy the condition, which estimate has been prepared by a professional who is unrelated to the tenant, is trained to perform the work for which the estimate is being prepared, and complies with all licensing, certification, or registration requirements of this state that apply to the performance of the work. A tenant withholding rent over multiple payment periods is required to provide notice only once. The tenant shall retain a copy of the notice.

(III) After a tenant provides a landlord notice of the tenant's intent to deduct costs pursuant to subsection (1)(e)(II) of this section, the landlord has four business days to obtain one or more good-faith estimates of such costs in addition to any estimate that the tenant included in the notice. The estimate must be prepared by a professional who is unrelated to the landlord, is trained to perform the work for which the estimate is being prepared, and complies with all licensing, certification, or registration requirements of this state that apply to the performance of the work. If the landlord prefers to repair or remedy the condition by hiring a professional other than a professional who prepared an estimate for the tenant, the landlord shall share the preferred professional's estimate with the tenant and shall commence work to repair or remedy the condition as soon as reasonably possible.

(IV) If the landlord does not obtain any additional estimates within the four days prescribed by subsection (1)(e)(III) of this section, the tenant may proceed to deduct costs from one or more rent payments, based on the estimate acquired by the tenant, until the entire amount of the estimate is deducted.

(V) A tenant who deducts costs pursuant to subsection (1)(e)(IV) of this section shall not repair or remedy the condition but shall hire a professional who is unrelated to the tenant, is

trained to perform the work for which the estimate is being prepared, and complies with all licensing, certification, or registration requirements of this state that apply to the performance of the work.

(VI) If a tenant hires a professional to repair or remedy a condition causing a breach of the warranty of habitability and deducts the estimated cost of such repair or remedy from one or more rent payments, as permitted by this subsection (1)(e), and the deducted estimated cost exceeds the actual cost incurred by the tenant, the tenant shall remit the excess cost to the landlord within ten business days.

(VII) Notwithstanding any provision of this subsection (1)(e) to the contrary, a tenant shall not deduct costs from one or more rent payments if the condition that is the basis for the alleged breach of the warranty of habitability 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; except that this subsection (1)(e)(VII) does not apply if:

(A) The tenant is a victim of domestic violence; domestic abuse; unlawful sexual behavior, as described in section 16-22-102 (9); or stalking;

(B) The condition is the result of domestic violence; domestic abuse; unlawful sexual behavior, as described in section 16-22-102 (9); or stalking; and

(C) The landlord has been given written or electronic notice and evidence of domestic violence; domestic abuse; unlawful sexual behavior, as described in section 16-22-102 (9); or stalking.

(VIII) Notwithstanding any provision of this subsection (1)(e) to the contrary, a tenant shall not deduct costs from one or more rent payments or make repairs to a residential premises if the residential premises was constructed, acquired, developed, rehabilitated, or maintained with:

(A) Funding provided pursuant to section 8 or 9 of the federal "United States Housing Act of 1937", as amended, 42 U.S.C. secs. 1437f and 1437g;

(B) Funding from the home investment partnerships program of the federal department of housing and urban development; or

(C) Federal low-income housing tax credits, Colorado affordable housing tax credits, or funding provided under any federal, state, or local program that restricts maximum rents for persons of low or moderate income and that is currently subject to a use restriction that is monitored to ensure compliance by the federal government, the state government, a county government, or a municipal government, or by any political subdivision or designated agency thereof.

(IX) A tenant who deducts costs from one or more rent payments in accordance with this subsection (1)(e) may seek additional remedies provided by this section.

(X) If a court finds that a tenant has wrongfully deducted rent, the court shall award the landlord an amount of money equal to the amount wrongfully withheld. If the court finds that the tenant acted in bad faith, the court shall award the landlord possession of the residential premises and an amount of money equal to double the amount wrongfully withheld.

(XI) A tenant who deducts rent as a result of a breach of the warranty of habitability, which breach is based on a condition described in section 38-12-505 (1)(b)(I), may, in lieu of repairing the malfunctioning appliance, replace the malfunctioning appliance so long as the replacement appliance is at least of substantially comparable quality and has substantially the same features as the original appliance.

(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.

(3) Notwithstanding subsection (1) of this section:

(a) If the same condition that substantially caused a breach of the warranty of habitability recurs within six months after the condition is repaired or remedied, other than a breach of section 38-12-505 (1)(b)(I), the tenant may terminate the rental agreement fourteen days after providing the landlord written or electronic notice of the tenant's intent to do so. The notice must include a description of the condition and the date of the termination of the rental agreement.

(b) If the same condition that substantially caused a breach of the warranty of habitability recurs within six months after the condition is repaired or remedied, and the condition is a breach of section 38-12-505 (1)(b)(I), the tenant may terminate the rental agreement fourteen days after providing the landlord written or electronic notice of the tenant's intent to do so. The notice must include a description of the condition and the date of the termination of the rental agreement. However, if the landlord remedies the condition within fourteen days after receiving the notice, the tenant may not terminate the rental agreement.

Source: L. 2008: Entire part added, p. 1824, § 3, effective September 1. **L. 2019:** IP(1) and (1)(b) amended and (1)(e) and (3) added, (HB 19-1170), ch. 229, p. 2310, § 6, effective August 2.

Editor's note: Section 10 of chapter 229 (HB 19-1170), Session Laws of Colorado 2019, provides that the act changing this section applies to conduct occurring on or after August 2, 2019.

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) Repealed.

(4) Except as provided in section 38-12-509 (2), 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.

Source: L. 2008: Entire part added, p. 1825, § 3, effective September 1. **L. 2019:** (3) repealed and (4) amended, (HB 19-1170), ch. 229, p. 2313, § 7, effective August 2.

Editor's note: Section 10 of chapter 229 (HB 19-1170), Session Laws of Colorado 2019, provides that the act changing this section applies to conduct occurring on or after August 2, 2019.

38-12-509. Prohibition on retaliation. (1) A landlord shall not retaliate against a tenant by increasing rent or decreasing services or by bringing or threatening to bring an action for possession in response to the tenant:

(a) Having made a good faith complaint to the landlord or to a governmental agency alleging a condition described by section 38-12-505 (1) or any condition that materially interferes with the life, health, or safety of the tenant; or

(b) Organizing or becoming a member of a tenants' association or similar organization.

(2) If a landlord retaliates against a tenant in violation of subsection (1) of this section, the tenant may terminate the rental agreement and recover an amount not more than three months' periodic rent or three times the tenant's actual damages, whichever is greater, plus reasonable attorney fees and costs.

(3) If a landlord elects to replace a malfunctioning appliance, but does so with a new appliance that is not identical to the appliance being replaced, there is a rebuttable presumption in favor of the landlord that the landlord's selection of a different appliance was not retaliatory so long as the replacement appliance provides substantially the same features as the original appliance.

(4) (Deleted by amendment, L. 2019.)

Source: L. 2008: Entire part added, p. 1826, § 3, effective September 1. **L. 2019:** Entire section amended, (HB 19-1170), ch. 229, p. 2313, § 8, effective August 2.

Editor's note: Section 10 of chapter 229 (HB 19-1170), Session Laws of Colorado 2019, provides that the act changing this section applies to conduct occurring on or after August 2, 2019.

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.

Source: L. 2008: Entire part added, p. 1826, § 3, effective September 1.

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.

Source: L. 2008: Entire part added, p. 1827, § 3, effective September 1.

PART 6

ELECTRIC VEHICLE CHARGING SYSTEMS

38-12-601. Unreasonable restrictions on electric vehicle charging systems - definitions. (1) Notwithstanding any provision in the lease to the contrary, and subject to subsection (2) of this section:

(a) A tenant may install, at the tenant's expense for the tenant's own use, a level 1 or level 2 electric vehicle charging system on or in the leased premises; and

(b) A landlord shall not assess or charge a tenant any fee for the placement or use of an electric vehicle charging system; except that: