

38-11-101. Personal property in joint tenancy - how created - vesting upon death.

(1) An estate in joint tenancy in personal property is created if, in the instrument evidencing ownership of such property, it is declared that the property is conveyed, transferred, bequeathed, or held in joint tenancy or as joint tenants, whether or not additional words are used relating to tenancy in common or survivorship. The abbreviation "JTWROS" and the phrase "as joint tenants with right of survivorship" or "in joint tenancy with right of survivorship" shall have the same meaning. Upon the death of any such joint tenants, the title to and ownership of such personal property passes immediately to and vests in the surviving joint tenant or tenants. Any grantor or transferor in any such instrument of conveyance or transfer may also be one of the grantees or transferees therein.

(2) Repealed.

(3) Any such instrument evidencing ownership executed prior to July 1, 1996, as amended in compliance with subsection (1) of this section shall be deemed to have created an estate in joint tenancy.

Source: L. 37: p. 792, § 1. CSA: C. 92, § 17. L. 39: p. 286, § 1. CRS 53: § 76-1-5. L. 59: p. 528, § 1. C.R.S. 1963: § 76-1-5. L. 96: Entire section amended, p. 661, § 14, effective July 1. L. 2002: (2) amended, p. 1361, § 13, effective July 1. L. 2003: (2) repealed, p. 2002, § 66, effective May 22.

Cross references: For joint tenancy in real property, see article 31 of this title; for joint tenancy in bank accounts, see §11-105-105 and article 15 of title 15; for joint rights and obligations generally, see article 50 of title 13.

TENANTS AND LANDLORDS

ARTICLE 12

Tenants and Landlords

Law reviews: For article, "The Effect of Zoning Violations on the Enforceability of Leases", see 19 Colo. Law. 2077 (1990).

PART 1

SECURITY DEPOSITS - WRONGFUL WITHHOLDING

38-12-101. Legislative declaration. The provisions of this part 1 shall be liberally construed to implement the intent of the general assembly to insure the proper administration of security deposits and protect the interests of tenants and landlords.

Source: L. 71: p. 592, § 1. C.R.S. 1963: § 58-1-26.

38-12-102. Definitions. As used in this part 1, unless the context otherwise requires:

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

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

Source: L. 71: p. 592, § 1. C.R.S. 1963: § 58-1-27.

38-12-103. Return of security deposit. (1) A landlord shall, within one month after the termination of a lease or surrender and acceptance of the premises, whichever occurs last, return to the tenant the full security deposit deposited with the landlord by the tenant, unless the lease agreement specifies a longer period of time, but not to exceed sixty days. No security deposit shall be retained to cover normal wear and tear. In the event that actual cause exists for retaining any portion of the security deposit, the landlord shall provide the tenant with a written statement listing the exact reasons for the retention of any portion of the security deposit. When the statement is delivered, it shall be accompanied by payment of the difference between any sum deposited and the amount retained. The landlord is deemed to have complied with this section by mailing said statement and any payment required to the last known address of the tenant. Nothing in this section shall preclude the landlord from retaining the security deposit for nonpayment of rent, abandonment of the premises, or nonpayment of utility charges, repair work, or cleaning contracted for by the tenant.

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

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

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

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

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

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

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

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

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

Source: L. 71: p. 592, § 1. **C.R.S. 1963:** § 58-1-28. **L. 76:** (2) amended, p. 314, § 67, effective May 20.

38-12-104. Return of security deposit - hazardous condition - gas appliance. (1) Anytime service personnel from any organization providing gas service to a residential building become aware of any hazardous condition of a gas appliance, piping, or other gas equipment, such personnel shall inform the customer of record at the affected address in writing of the hazardous condition and take any further action provided for by the policies of such personnel's employer. Such written notification shall state the potential nature of the hazard as a fire hazard or a hazard to life, health, property, or public welfare and shall explain the possible cause of the hazard.

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

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

(4) If the landlord does not have the repairs made within seventy-two hours excluding a Saturday, Sunday, or a legal holiday, and the condition of the building remains hazardous, the tenant may opt to vacate the premises. After the tenant vacates the premises, the lease or other rental agreement between the landlord and tenant becomes null and void, all rights and future obligations between the landlord and tenant pursuant to the lease or other rental agreement terminate, and the tenant may demand the immediate return of all or any portion of the security deposit held by the landlord to which the tenant is entitled. The landlord shall have seventy-two hours following the tenant's vacation of the premises to deliver to the tenant all of, or the appropriate portion of, the security deposit plus any rent rebate owed to the tenant for rent paid by the tenant for the period of time after the tenant has vacated. If the seventy-second hour falls on a Saturday, Sunday, or legal holiday, the security deposit must be delivered by noon on the next day that is not a Saturday, Sunday, or legal holiday. The tenant shall provide the landlord with a correct forwarding address. No security deposit shall be retained to cover normal wear

and tear. In the event that actual cause exists for retaining any portion of the security deposit, the landlord shall provide the tenant with a written statement listing the exact reasons for the retention of any portion of the security deposit. When the statement is delivered, it shall be accompanied by payment of the difference between any sum deposited and the amount retained. The landlord is deemed to have complied with this section by mailing said statement and any payments required by this section to the forwarding address of the tenant. Nothing in this section shall preclude the landlord from withholding the security deposit for nonpayment of rent or for nonpayment of utility charges, repair work, or cleaning contracted for by the tenant. If the tenant does not receive the entire security deposit or a portion of the security deposit together with a written statement listing the exact reasons for the retention of any portion of the security deposit within the time period provided for in this section, the retention of the security deposit shall be deemed willful and wrongful and, notwithstanding the provisions of section 38-12-103 (3), shall entitle the tenant to twice the amount of the security deposit and to reasonable attorney fees.

Source: L. 91: Entire section added, p. 1691, § 1, effective July 1.

PART 2

MOBILE HOME PARK ACT

38-12-200.1. Short title. This part 2 shall be known and may be cited as the "Mobile Home Park Act".

Source: L. 85: Entire section added, p. 1198, § 1, effective June 6.

38-12-200.2. Legislative declaration. The general assembly hereby declares that the purpose of this part 2 is to establish the relationship between the owner of a mobile home park and the owner of a mobile home situated in such park.

Source: L. 85: Entire section added, p. 1198, § 1, effective June 6.

38-12-201. Application of part 2. (1) This part 2 shall apply only to manufactured homes as defined in section 42-1-102 (106)(b), C.R.S.

(2) Repealed.

Source: L. 73: p. 641, § 1. **C.R.S. 1963:** § 58-2-1. **L. 75:** (1) amended, p. 1467, § 10, effective July 18. **L. 81:** (1) amended and (2) repealed, pp. 1813, 1817, §§ 1, 10, effective June 9. **L. 89:** (1) amended, p. 729, § 34, effective July 1. **L. 94:** (1) amended, p. 706, § 13, effective April 19. **L. 95:** (1) amended, p. 951, § 2, effective May 25.

38-12-201.3. Legislative declaration - increased availability of mobile home parks. The general assembly hereby finds and declares that mobile homes, manufactured housing, and factory-built housing are important and effective ways to meet Colorado's affordable housing needs. The general assembly further finds and declares that, because of the unique aspects of mobile homes and mobile home park ownership, there is a need to protect mobile home owners