

Second Regular Session
Sixty-eighth General Assembly
STATE OF COLORADO

PREAMENDED

*This Unofficial Version Includes Committee
Amendments Not Yet Adopted on Second Reading*

LLS NO. 12-0369.01 Ed DeCecco x4216

SENATE BILL 12-070

SENATE SPONSORSHIP

Aguilar,

HOUSE SPONSORSHIP

Wilson, Solano

Senate Committees
Judiciary

House Committees

A BILL FOR AN ACT

101 **CONCERNING RESIDENTIAL LANDLORDS AND TENANTS. ==**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://www.leg.state.co.us/billsummaries>.)

Section 1 of the bill enacts the "Uniform Residential Landlord and Tenant Act" (Act), which includes, among other things, provisions related to:

- ! A statement of purpose and rules of construction;
- ! Exclusions from the application of the Act;
- ! An obligation of good faith;
- ! The effect of an unsigned or undelivered rental agreement;

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
*Capital letters indicate new material to be added to existing statute.
Dashes through the words indicate deletions from existing statute.*

- ! Prohibited provisions in rental agreements;
- ! A landlord's obligation to make disclosures, deliver possession of a dwelling unit, and maintain a premises;
- ! A tenant's obligation to maintain a dwelling unit, to allow a landlord access to a dwelling unit, and to use and occupy a dwelling unit;
- ! Rules and regulations adopted by a landlord;
- ! A tenant's remedies for a landlord's noncompliance with his or her obligations;
- ! A landlord's remedies for a tenant's noncompliance with his or her obligations;
- ! A prohibition on retaliatory conduct; and
- ! The repeal of existing inconsistent law relating to landlord and tenant relations.

The Act does not include a provision related to security deposits that was approved by the national conference of commissioners on uniform state laws.

Section 2 of the bill requires the official comments of the national conference of commissioners on uniform state laws to be published along with the Act as nonstatutory matter.

Sections 3 and 4 of the bill confer authority on a county court and a small claims court, respectively, to grant injunctive relief as permitted under the Act.

Section 5 of the bill modifies the current deadlines for giving notice to quit a tenancy in order to be consistent with the deadlines in the Act.

Section 6 of the bill modifies the existing security deposit law by:

- ! Eliminating the requirement that a tenant must give notice to a landlord of his intention to file legal proceedings a minimum of 7 days prior to filing said action;
- ! Limiting the total security deposit that a landlord demand or receive security to one month periodic rent; and
- ! Requiring a landlord in all instances to return a security deposit to a tenant within one month after the termination of a lease or surrender and acceptance of the premises, whichever occurs last, by eliminating the ability of the parties to specify in the lease agreement a longer period of time, up to 60 days.

The first 2 changes related to the security deposit law are included in the Act approved by the national conference of commissioners on uniform state laws.

1 *Be it enacted by the General Assembly of the State of Colorado:*

1 **SECTION 1.** In Colorado Revised Statutes, 38-12-507, **amend**
2 (2) as follows:

3 **38-12-507. Breach of warranty of habitability - tenant's**
4 **remedies.** (2) ~~If a rental agreement contains a provision for either party~~
5 ~~in an action related to the rental agreement to obtain attorney fees and~~
6 ~~costs, then~~ The prevailing party in any action brought under this part 5
7 shall be entitled to recover reasonable attorney fees and costs.

8 **SECTION 2.** In Colorado Revised Statutes, **add** 38-12-512 and
9 38-12-513 as follows:

10 **38-12-512. Copy of rental agreement - disclosure.** (1) A
11 LANDLORD OR ANY PERSON AUTHORIZED TO ENTER INTO A RENTAL
12 AGREEMENT ON HIS OR HER BEHALF SHALL PROVIDE EACH TENANT WITH
13 A WRITTEN OR ELECTRONIC COPY OF THE RENTAL AGREEMENT.

14 (2) A LANDLORD OR ANY PERSON AUTHORIZED TO ENTER INTO A
15 RENTAL AGREEMENT ON HIS OR HER BEHALF SHALL DISCLOSE TO THE
16 TENANT IN WRITING AT OR BEFORE THE COMMENCEMENT OF THE TENANCY
17 THE NAME AND ADDRESS OF:

18 (a) THE TITLE OF THE PERSON AUTHORIZED TO MANAGE THE
19 PREMISES; AND

20 (b) AN OWNER OF THE PREMISES OR A PERSON AUTHORIZED TO ACT
21 FOR AND ON BEHALF OF THE OWNER FOR THE PURPOSE OF SERVICE OF
22 PROCESS AND RECEIVING AND RECEIPTING FOR NOTICES AND DEMANDS.

23 (3) IF THE INFORMATION REQUIRED TO BE FURNISHED BY THIS
24 SECTION CHANGES, THE LANDLORD OR PERSON AUTHORIZED TO ENTER
25 INTO A RENTAL AGREEMENT ON HIS OR HER BEHALF SHALL PROVIDE
26 NOTICE OF THE CHANGE ON THE LANDLORD'S OR AUTHORIZED PERSON'S
27 WEB SITE OR AT A PUBLIC AREA OF THE RESIDENTIAL PREMISES. THIS

1 SECTION EXTENDS TO AND IS ENFORCEABLE AGAINST ANY SUCCESSOR
2 LANDLORD, OWNER, OR MANAGER.

3 **38-12-513. Access.** (1) A TENANT SHALL NOT UNREASONABLY
4 WITHHOLD CONSENT TO THE LANDLORD TO ENTER INTO THE DWELLING
5 UNIT IN ORDER TO INSPECT THE PREMISES, MAKE NECESSARY OR AGREED
6 REPAIRS, DECORATIONS, ALTERATIONS, OR IMPROVEMENTS, SUPPLY
7 NECESSARY OR AGREED SERVICES, OR EXHIBIT THE DWELLING UNIT TO
8 PROSPECTIVE OR ACTUAL PURCHASERS, MORTGAGEES, TENANTS,
9 WORKMEN, OR CONTRACTORS.

10 (2) A LANDLORD MAY ENTER THE DWELLING UNIT WITHOUT
11 CONSENT OF THE TENANT IN CASE OF EMERGENCY IF SUCH CONDUCT IS
12 REASONABLE UNDER THE CIRCUMSTANCES.

13 (3) A LANDLORD SHALL NOT ABUSE THE RIGHT OF ACCESS OR USE
14 IT TO HARASS THE TENANT. EXCEPT IN CASE OF EMERGENCY AS SPECIFIED
15 IN SUBSECTION (2) OF THIS SECTION OR IF THE TENANT EXPRESSLY
16 CONSENTS TO A SHORTER NOTICE WITH RESPECT TO A PARTICULAR ENTRY,
17 THE LANDLORD SHALL GIVE THE TENANT AT LEAST FORTY-EIGHT HOURS'
18 WRITTEN OR OTHER VERIFIABLE FORM OF NOTICE OF HIS OR HER INTENT TO
19 ENTER AND MAY ENTER ONLY AT REASONABLE TIMES.

20 (4) A LANDLORD HAS NO OTHER RIGHT OF ACCESS EXCEPT:

21 (a) PURSUANT TO COURT ORDER; OR

22 (b) UNLESS THE TENANT HAS ABANDONED OR SURRENDERED THE
23 PREMISES.

24 (5) IF THE TENANT REFUSES TO ALLOW LAWFUL ACCESS, THE
25 LANDLORD MAY OBTAIN INJUNCTIVE RELIEF TO COMPEL ACCESS, OR
26 TERMINATE THE RENTAL AGREEMENT. IN EITHER CASE THE LANDLORD
27 MAY RECOVER ACTUAL DAMAGES AND REASONABLE ATTORNEY FEES AND

1 COSTS.

2 (6) IF THE LANDLORD MAKES AN UNLAWFUL ENTRY OR A LAWFUL
3 ENTRY IN AN UNREASONABLE MANNER, THE TENANT MAY OBTAIN
4 INJUNCTIVE RELIEF TO PREVENT THE RECURRENCE OF THE CONDUCT OR
5 TERMINATE THE RENTAL AGREEMENT. IN EITHER CASE THE TENANT MAY
6 RECOVER ACTUAL DAMAGES NOT LESS THAN AN AMOUNT EQUAL TO ONE
7 MONTH'S RENT AND REASONABLE ATTORNEY FEES AND COSTS.

8 **SECTION 3. Act subject to petition - effective date -**
9 **applicability.** (1) This act takes effect September 1, 2012; except that,
10 if a referendum petition is filed pursuant to section 1 (3) of article V of
11 the state constitution against this act or an item, section, or part of this act
12 within the ninety-day period after final adjournment of the general
13 assembly, then the act, item, section, or part will not take effect unless
14 approved by the people at the general election to be held in November
15 2012 and, in such case, will take effect on the date of the official
16 declaration of the vote thereon by the governor.

17 (2) The provisions of this act apply to rental agreements entered
18 into or extended or renewed on and after the applicable effective date of
19 this act.