

LEGALLY REQUIRED NOTICE

# Denver Tenant Rights & Resources

**This notice must be provided by the owner or operator of residential rental property to the tenant both when the lease is signed and if rent demand is served.**

Owners and operators of residential rental property (also known as “landlords”) may not allow any person to initiate a new occupancy of a rental property for more than 30 days unless and until the tenant has been provided a copy of an executed written lease,<sup>1</sup> signed by both the landlord and tenant. The landlord must provide the tenant an electronic copy of the signed lease, or paper copy if requested by the tenant, within seven days from the tenant signing the lease.<sup>2</sup>

When providing a copy of the executed written lease and at any time the landlord makes any rent demand pursuant to Colorado Revised Statutes (“C.R.S.”) § 13-40-104, the landlord must provide the most current version of this tenant rights and resources notice, which can be found on the Department of Excise and Licenses’ Residential Rental Property webpage at [denvergov.org/residentialrentals](https://denvergov.org/residentialrentals).

This notice summarizes some of the rights and obligations of residential landlords and tenants in Denver, Colorado. This notice does not represent a complete analysis of landlord-tenant law, does not constitute legal advice, and the information in this notice can change at any time. Please check the website listed above for the most current version of this notice and refer to the Free Eviction Legal Services section on Page 2 to see if you are eligible for free legal services. This notice merely serves as a general rights and resources guide, and though it outlines those principles generally, it does not cover every law or exception that may apply in a particular situation.



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<sup>1</sup>D.R.M.C. § 27-201(a)  
<sup>2</sup>C.R.S § 38-12-801

## Minimum Standards for Denver Dwelling Units

The Denver Housing Code requires an owner or operator of a dwelling unit to maintain certain minimum standards of basic equipment and facilities, lighting, ventilation, heating, insect and rodent control, safety, sanitation, utilities, space, use, and location. These minimum standards are described in [Denver Municipal Code Chapter 27](#) and in the [Rules and Regulations](#). Visit [www.denvergov.org/hfhh](http://www.denvergov.org/hfhh) for more information on the Residential Health and Housing program.

Violations may be reported to the Department of Public Health and Environment by **calling 311**.

## Residential Evictions in Colorado

Colorado law requires residential landlords to follow a specific process in order to evict a tenant. A landlord must engage the legal process to evict a tenant and the landlord is prohibited from self-eviction outside the legal process. The law also prohibits the landlord from shutting off utilities, threatening the tenant, taking tenants' belongings or retaliating against tenants.

For a landlord to evict a tenant in Colorado, the landlord **must** follow specific steps required by law. (See timeline and steps listed on Page 4 and 5.) Only a court can order a tenant to leave the property and only a sheriff's deputy can enforce this court order. This process is called a Forcible Entry and Detainer (FED), the legal term for eviction. It is illegal for a landlord to try to force a tenant out without a court order by changing the locks, shutting off utilities, or removing the tenant's possessions.

If a tenant has not paid rent or violates the terms of the lease, the landlord can give the tenant a signed "Demand for Compliance or Right to Possession." This notice is also commonly called a "10-day demand." The demand must clearly state the amount of rent owed or the violation of the lease to start the eviction process. The tenant can pay the rent if rent is owed, correct the violation, move out, or dispute the eviction before a judge in court. The 10-day demand requirements always apply, even if the language of the lease states that it does not.

If a tenant violates a lease multiple times and a 10-day demand was previously given, or there are more serious violations, the landlord can give the tenant a "Notice to Quit," which does not give the tenant an opportunity to correct the violation. Instead, the tenant must leave in the allowed timeframe as defined on the Notice to Quit or dispute the eviction before a judge in court.

The landlord can serve a notice or demand to the tenant or other person occupying the premises by leaving a copy with a tenant's family member above the age of 15 years old who resides at the property, or by posting it in an obvious

place on the property, such as the front door. The 10 days to resolve the problem begin the day after the posting, even if the tenant never sees the notice.

After receiving a notice or demand described above, tenants have rights under Colorado law, depending on the reason for the notice or demand. Immigrant, undocumented and refugee individuals and families have the same tenant rights and protections as all Denverites. **If you receive a notice, demand, or summons to court due to an eviction, you should try to get a lawyer as soon as you can.** (See the Free Eviction Legal Services section below to see if you qualify for free legal services.) For more information about tenant rights after receiving a notice or demand and the eviction process, please review the Eviction Process section on Page 4 and 5.

## Tenant Resources

### Rent And Utility Assistance

The Denver Department of Housing Stability has programs to help residents facing a financial hardship to prevent eviction or utility shut off. If you need help paying rent or utilities, you may be eligible to receive temporary help. Call 311 and press 6, or visit [denvergov.org/rentassistance](http://denvergov.org/rentassistance).

### Free Eviction Legal Services

The City and County of Denver provides funding for free legal services for low- and moderate-income individuals facing an eviction. Information on free legal services can be obtained from:

- **Colorado Legal Services (primary provider): 303-837-1313 or [coloradolegalservices.org](http://coloradolegalservices.org)**
- Colorado Affordable Legal Services: 303-996-0010 or [coloradoaffordablelegal.com](http://coloradoaffordablelegal.com)
- Colorado Poverty Law Project: 720-772-9762 or [copovertylawproject.org](http://copovertylawproject.org)
- Covid-19 Eviction Defense Project: 303-838-1200 or [cedproject.org](http://cedproject.org)

### Housing Questions

If you have a housing question that does not require legal advice, contact the free Colorado Housing Connects helpline to find answers. Colorado Housing Connects can help you navigate housing information and resources. Call 1-844-926-6632 or visit [coloradohousingconnects.org](http://coloradohousingconnects.org).

## Glossary of Terms and Definitions

**Answer:** A written response that a tenant may file with the court in response to a landlord's complaint initiating an eviction action.

**Dwelling unit:** A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation and includes single room units

**Eviction:** A legal proceeding to remove a tenant from a rental property. Also known as Forcible Entry and Detainer.

**Forcible Entry and Detainer (FED):** Also known as an eviction action, is a process of restoring possession of the rental premises back to the landlord.

**Landlord:** An owner or operator of a residential rental property.

**Lease:** A written or oral contract between a landlord and tenant in which the tenant can possess and use the landlord's property for a period of time in exchange for rent.

**Notice to Quit:** A notice given by a landlord requiring a tenant to leave a rental property. A Notice to Quit does not give the tenant an opportunity to correct the violation and the tenant must leave the rental unit within the required time period or dispute the eviction in court. The tenant may receive this notice if they have broken the same condition of the lease several times or if they have committed a substantial violation of the lease such as an act of violence or a drug-related felony.

**Residential Rental Property:** Any building(s), structure(s), or accessory dwelling unit that is rented or offered for rent as a residence.

**Security Deposit:** Any advance or deposit of money to secure a tenant's performance of a lease for a rental property.

**Summons and Complaint:** Forms filed by a landlord with the court if a tenant has not paid rent or resolved the violation in the time allowed in the 10-Day Demand or remains in the rental property after the Notice to Quit. The landlord must serve a copy of the Summons and Complaint to the tenant.

The Summons and Complaint will inform the tenant that the tenant must file an answer or appear in court at a certain date and time.

**Tenant:** A person who rents a rental property from a landlord.

**Demand for Compliance or Right to Possession (commonly referred to as the 10-Day Demand):** A notice given by a landlord to a tenant requiring the tenant to comply or correct a violation of the lease or to pay past due rent within ten days. The tenant can pay the rent if rent is owed, correct the violation, or move out within ten days or the landlord can initiate an eviction action.

**Warranty of Habitability:** By statute, every landlord is required to fulfill certain requirements that make a rental property fit for human habitation. Criteria for this are covered on Page 3.

**Writ of Restitution:** A court document that allows a sheriff's deputy to remove a Tenant from a rental property.

# Colorado State Laws on Tenant Rights

This is a summary of Colorado laws on tenant rights, but this summary does not include all tenant rights. Many of these rights have some restrictions and conditions. Any tenant who is at risk of being evicted should contact and retain a lawyer as soon as they can. (See the Free Eviction Legal Services on Page 2 to see if you qualify for free legal services.)

## Leases and Rent<sup>3</sup>

- Landlords are prevented from raising rent more than one time per year.
- A tenant without a written lease must be given 60 days' written notice before the rent can be raised.
- Tenants can recover the higher of \$5,000 or three times the rent in damages in addition to any actual damages suffered if they are illegally locked out or wrongfully evicted by their landlord.
- Leases cannot contain clauses that award attorney fees only to a landlord should they prevail in court. Attorney fees, if included as a term in the lease, must be awarded to the prevailing (winning) party, even if it is the tenant.

## Late Fees<sup>4</sup>

- Landlords cannot charge a late fee until payment is at least seven days late.
- No late fee can be greater than \$50 per month or 5% of monthly rent, whichever is more.
- Tenants cannot be evicted solely for not paying a late fee.
- If a landlord has violated the law concerning late fees, a tenant can raise that as a defense to an eviction in court.
- Landlords that violate late fee limits can receive a penalty of \$150 to \$1,000 for each violation, payable to the tenant.

## Security Deposits - Wrongful Withholding<sup>5</sup>

A landlord must return a tenant's full security deposit within 60 days from when the lease ends. The security deposit can't be held for normal wear and tear. If a landlord believes there are justified reasons for to keep the security deposit, the landlord must put them in writing. If the landlord doesn't provide written documentation, they forfeit their right to keep the security deposit.

## Obligation to Maintain Residential Premises (Warranty of Habitability)<sup>6</sup>

The tenant's rental property must be fit for human habitation and in compliance with all applicable building, housing, and health codes. Residential rental properties must include:

- Working appliances;
- Waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors;
- Functioning plumbing, heating, lighting, and gas facilities;
- Running water and reasonable amounts of hot water at all times supplied to appropriate fixtures and connected to a sewage disposal system;
- Common areas that are clean and sanitary;
- Appropriate extermination of rodents or vermin;
- Adequate number of exterior receptacles for garbage;
- Floors, stairways, and railings in good repair; and
- Locks on all exterior doors and locks or security devices on windows designed to be opened.

Not providing any of these items is considered a condition that interferes with life, health, and safety of the tenant, and is not allowed under Colorado law.

## Bed Bugs in Residential Premises<sup>7</sup>

Landlords cannot rent properties known or reasonably suspected to have bedbug infestations. Upon a tenant's request, landlords must disclose to potential tenants if the unit had bedbugs within the last eight months, as well as the last date the unit was inspected and confirmed to be bedbug free.

If bedbugs are found, a tenants must notify the landlord in writing and keep proof that the notice was provided to the landlord. The landlord then must have the unit inspected by a qualified inspector within four days (96 hours) of the tenant's notice. If bedbugs are present, the landlord must inspect all neighboring units.

If the landlord has a unit inspected, they must provide written notice to the tenant 48 hours before the inspection, and provide the results to the tenant within two days after the inspection. The tenant cannot deny access to the unit if proper written notice is provided. Tenants who do not comply with bedbug inspection and treatment protocols are liable for costs of bedbug treatments of their unit and any neighboring units. Otherwise, the landlord is responsible for all costs associated with an inspection and treatment of bedbugs. Landlords are not required to pay for lodging costs while bedbug treatments are made or to pay for or replace personal property of a tenant.

## Colorado Antidiscrimination Act<sup>8</sup>

Landlords cannot refuse to show rental units to prospective tenants, deny access to rental units, or deny a lease based on race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, disability status, national origin, ancestry, familial status, or sources of income. Any discriminatory housing practice violations must be filed within one year of the infraction at [ccrd.colorado.gov/complaint-process](http://ccrd.colorado.gov/complaint-process).

Prospective tenants cannot be discriminated against because of a disability of anyone who may reside in the unit. Discrimination includes:

- Refusing to provide reasonable accommodations by modifying the property to be occupied by the tenant;
- Refusing to make reasonable accommodations to ensure the tenant has equal access to use and enjoy the property;
- Not having at least one entrance that is accessible, including doorways designed to allow passage throughout the property.

### DENVER ANTI-DISCRIMINATION ORDINANCE

Denver's Anti-Discrimination Ordinance prohibits discrimination in housing that is based on several factors, including race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, military status, disability, protective hairstyle, and source of income. The ordinance prohibits discrimination of prospective renters based on their source of income (i.e., landlords or property managers cannot refuse to consider any lawful source of income, including housing choice vouchers, in the same manner as ordinary wage income in connection with an application for rental housing). The Denver Anti-Discrimination Office (DADO) protects against discriminatory acts under this ordinance. Information about DADO can be found at: <https://www.denvergov.org/Government/Agencies-Departments-Offices/Human-Rights-Community-Partnerships/Divisions-Offices/Anti-Discrimination-Office>.

<sup>3</sup> C.R.S. §§ 38-12-501, et seq.; 38-12-701 et seq.; and 38-12-801 et seq.

<sup>4</sup> C.R.S. § 38-12-105

<sup>5</sup> C.R.S. § 38-12-101 et seq.

<sup>6</sup> C.R.S. § 38-12-501 et seq.

<sup>7</sup> C.R.S. § 38-12-1001 et seq.

<sup>8</sup> C.R.S. § 24-34-501 et seq.

## Immigrant Tenant Protection Act<sup>9</sup>

### LANDLORDS CANNOT:

- Request any information relating to immigration or citizenship status of a tenant unless the landlord is also the tenant's employer;
- Disclose or threaten to disclose information about a tenant's immigration or citizenship status or harass or intimidate a tenant for exercising their rights under this law;
- Interfere with a tenant's rights under this law, including trying to influence a tenant to surrender possession of the rental property because of their immigration or citizenship status;
- Refuse to enter into a rental agreement based solely on the tenant's immigration or citizenship status; or
- Bring any action to recover possession of the rental property because of the tenant's immigration or citizenship status.

## Victims of Sex Abuse, Stalking, Domestic Violence<sup>10</sup>

Landlords cannot evict tenants who are the victims of domestic violence, unlawful sexual behavior, or stalking. The landlord cannot put anything in the rental agreement giving them the right to evict for these reasons, nor can the tenant waive the right to call police or other emergency assistance.

## Eviction Process Changes<sup>11</sup>

These items are recent to Colorado law and may be unfamiliar to people who have had previous landlord-tenant disputes or experience with the eviction process.

- Tenants can file their Answer (which is a tenant's written response to a Complaint) in court at or before the day specified for the tenant to appear in court. The court must then set the trial at least seven days (and no more than 10 days) after the Answer is filed.
- Prior to a hearing, a landlord or a tenant may file with the court a Request for Documents on a court provided form. The court will then issue an order requiring the other party to provide all documents relevant to the eviction case to the party that filed the request.
- Tenants can assert a breach of the warranty of habitability in their Answer. This means the property is not livable. For example, if the house has a pest infestation, toxic mold, or an essential appliance does not work). If the tenant is successful, the court will reduce the amount of rent they owe their landlord based on the severity of the violation, order the landlord to fix the habitability issues, and give the tenant 14 days to pay the reduced rental amount. However, to benefit from this right the tenant must have previously notified the landlord by writing or email of the underlying habitability issue.
- Tenants can pay the landlord (or to the court) the rent they owe and stop the eviction up to the time that the judge issues a judgment. In order to benefit from this right, the tenant must pay all the rent they owe before the judge issues a judgment.
- A Writ of Restitution (a court document that allows a sheriff's deputy to remove a tenant from the property) cannot be filed by the court to the sheriff department until 48 hours after the court has issued a judgement against the tenant. If a Writ of Restitution is issued in a case, a sheriff's deputy cannot remove a tenant from the property until at least 10 days after the judgment.

# Residential Eviction Timeline and Process

This is a general eviction timeline, which can vary depending on numerous factors. **Any tenant who is at risk of being evicted should try to get a lawyer as soon as they can.** (See the Free Eviction Legal Services section on Page 2 to see if you qualify for free legal services.) The only way a landlord can terminate a lease and evict a tenant from any type of residential rental property is by going through a legal action called a Forced Entry and Detainer (FED) in order to obtain a court order requiring the tenant to vacate the property.

Steps (more detail below)	General Timeline
Notice provided to tenant	10 days - Demand for Compliance or Right to Possession (10-day notice) for nonpayment of rent or violation of any condition or covenant of the lease agreement One to 91 days - Notice to Quit (depending on lease violations, length of tenancy, and other factors)
Summons and Complaint is filed with the court and served to the tenant	At least seven days before the hearing
First appearance in court	Seven to 14 days after summons
Trial	Seven to 10 days after the tenant files an answer, if the tenant files an answer
Issuance of the Writ of Restitution	48 hours after the judge issues a judgment against the tenant in favor of the landlord
Execution of Writ of Restitution by Sheriff's Deputy	10 days from the date the judge issues a judgment against the tenant in favor of the landlord

<sup>9</sup> C.R.S. § 38-12-1201 et seq.

<sup>10</sup> C.R.S. § 38-12-401 et seq.

<sup>11</sup> § C.R.S. § 14-40-101 et seq.

## STEP 1 Notice Provided to Tenant

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If the tenant has not paid rent or violates the terms of the lease, the landlord must give the tenant a signed “Demand for Compliance or Right to Possession.” This notice is also commonly called a “10-day demand” because it allows 10 days for the tenant to resolve the problem before the landlord can file eviction paperwork with the court. The demand must clearly state the amount of rent owed or the violation of the lease to start the eviction process. The tenant can pay the rent if rent is owed, correct the violation, move out, or dispute the eviction before a judge in court.

If the tenant violates a lease multiple times and a 10-day demand was previously given, or there are more serious violations, the landlord can post or deliver a “Notice to Quit,” which does not give the tenant an opportunity to correct the violation. Instead, the tenant must leave in the allowed timeframe as defined on the Notice to Quit (between one and 91 days) or dispute the eviction before a judge in court.

## STEP 2 The Complaint is Filed and Served

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If the tenant doesn’t resolve the lease violation and/or pay the rent owed during the 10-day period, the landlord may file the paperwork with the court to continue the eviction process. These forms are known as the Summons and Complaint. Within one business day after filing, the landlord must provide a copy of the Summons and Complaint, including all exhibits, to the tenant.

## STEP 3 Court Hearing on Eviction

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The court clerk will schedule an initial hearing for a date that is seven to 14 days after the initial filing, but the tenant must have received the Summons and Complaint at least seven days before the hearing.

**IF THE TENANT DOES NOT COME TO COURT FOR THE INITIAL HEARING** and does not file a timely Answer to the court, the court may automatically grant default judgment in favor of the landlord. This will result in a writ of restitution being issued and you can be removed from your rental property.

**IF THE TENANTS DOES APPEAR IN COURT AND FILES A TIMELY ANSWER**, there are several options:

1. Tenants can file their Answer in court at any time on or before the day the Answer is due. Then the Court must set the trial at least seven days (and no more than 10 days) after the Answer is filed.
2. The tenant can agree to voluntarily vacate the property, or the tenant and landlord can agree to certain terms that allow for the tenant to stay in the unit. If such an agreement is reached, it should be put in writing in the form of a “Stipulation for Forcible Entry and Detainer (FED)/Eviction” (JDF 102) and filed with the court. The court can also suggest mediation for the parties to resolve any lease issues.
3. Tenants can pay the landlord the rent they owe and stop the eviction up to the time that the judge issues a judgment. To benefit from this right, the tenant must pay all the rent they owe before the judge issues a judgment.
4. If the tenant and landlord can’t reach an agreement, the case can go to trial. At trial, both parties will have an opportunity to present evidence to support their claims.

## STEP 4 Writ of Restitution Issued

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If a writ of restitution is issued, it means the court has ruled in favor of the landlord and the tenant is required to leave the property. The writ of restitution is the order from the court to the Sheriff which requires a sheriff’s deputy remove the tenant from the property. The court shall not issue the writ until 48 hours after entry of judgment.

## STEP 5 Possession of Property is Returned

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The sheriff’s deputy shall not execute upon the writ of restitution until at least 10 days after entry of the judgment. It is the landlord’s responsibility to schedule a time for the eviction with the sheriff’s department, but it cannot occur earlier than 10 days from when the judgment is issued.



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