

Renter Rights

June 28, 2023



719-471-0380

102 S. Tejon Street Suite 430



Keep In Mind



- ▶ This presentation is for informational purposes only.
- ▶ Housing issues require thoughtful analyses of the facts and the law.
- ▶ If you are low-income or a senior citizen and are facing a housing issue you may contact Colorado Legal Services at 719-471-0380 or in person at 102 S. Tejon St. Ste. 430

Before You Move Into Your New Home



PUT EVERYTHING IN WRITING!



- 
- 
- A lease is a contract between you and your landlord.
 - Oral leases are valid BUT
 - More difficult to prove specific terms
 - Presumed to be month to month
 - Cannot have a lifetime oral lease
 - Best practice is to have a written agreement



Rental Application Fairness Act

- Landlord shall not charge an application fee unless the landlord uses the entire amount to cover costs in processing.
- “Costs” may be the actual expenses to process an application or the average expense for processing multiple applications.
- Cannot charge a different amount to different applicants.
- Landlord must provide a written disclosure for the anticipated or actual expenses to process the application and a receipt for any fee.
- Landlord must make good faith efforts to return remaining amounts of the fee(s) to applicant(s).



What Rental Or Credit History Can A Landlord Consider?

- Rental or Credit history: the past 7 years.
- No consideration for history that is older than 7 years shall.



What Criminal History Can The Landlord Consider?

➤ Arrest Record(s)?


- Can never be a reason to deny an application.

➤ Criminal conviction(s)?

- No convictions older than 5 years


➤ EXCEPT

- Methamphetamine related offenses generally
- Offenses that require a person to register as a sex offender pursuant to Colorado Revised Statute § 16-22-103
- Homicide related offenses
- Stalking



What Happens If Your Application Is Denied?

- The landlord shall provide you with a written notice of the application denial.
- The notice shall include the reasons for the denial.
- The landlord shall make good faith efforts to provide this to you within 20 calendar days of the decision to deny the application.





What Happens If The Landlord Does Not Follow The Law?

- The applicant can seek 3 times the amount of the application fee, court costs, and reasonable attorney fees.
- Must give the landlord notice of the intention to file the action at least 7 days before filing the action.
- Landlord can cure the violation
- If a denied applicant brings a meritless claim then will be liable for landlord's court costs and attorney fees.

➤ Colorado Revised Statutes § 38-12-901, § 38-12-902, § 38-12-903, § 38-12-904, § 38-12-905

Review Your Lease



- 
- 
- What is the length of the lease?
Month-to-month, year, 2 year
 - What is the rollover provision, if any?
 - What are potential fees?
 - What are the responsibilities for upkeep and maintenance?
 - Where should you send notices?



Rules And Regulations

- Additional conditions of tenancy
- Review your lease for any reference to additional rules and regulations
- May receive a copy with your lease
- If its alleged that a rule or regulation is being broken there is a risk of a forcible entry and detainer
 - For example, are there quiet hours in the building, guest limitations, grievance procedure for disputes, etc?




Other Sections to Review


- Notice related section
 - Is your tenancy an “exempt residential agreement”?
- Warranty of Habitability related sections
 - Appliances which are included in the lease.
 - Email address for electronic notice delivery



LEGISLATIVE UPDATE

Required Lease Clause

- ▶ Written lease must include statement that Colorado Revised Statute 24-34-502(1) prohibits income discrimination and requires landlord to accept any lawful and verifiable source of money.
 - ▶ Does not apply to landlords with 5 or fewer single-family rental homes and no more than 5 total rental units including any single-family homes.
- 



What Is An “Exempt Residential Agreement”?

- ▶ Exempt Residential Agreements give a tenant 5 days notice instead of 10
- ▶ Notice is provided in the written lease that 10 day notice period does not apply to tenancy
- ▶ Only applies to:
 - ▶ Single family home
 - ▶ Not an apartment or condo
 - ▶ Leased by landlord who owns 5 or fewer single family rental homes



Option to Purchase

- ▶ Carefully consider before entering into an option to purchase agreement
- ▶ Seek legal counsel prior to signing
 - ▶ Large financial commitment
 - ▶ Ensure you have protection for building/keeping equity



Unenforceable Lease Provisions

- Cannot waive:
- Right to the return of the security deposit
- Warranty of habitability
 - Barring a separate written agreement
- Covenant of quiet enjoyment
- 5 or 10 Day written demand for unpaid rent
- Court process for FED(eviction)
- Late Fees greater than \$50 or 5% of late rent





Unenforceable Lease Provisions

- A lease cannot include an unreasonable liquidated damages clause that assigns a cost stemming from an eviction notice or action
- A lease cannot include a one way, fee shifting clause that awards attorney fees and court costs only to one party. Any fee shifting clause must award attorney fees to prevailing party
- Waiver of mandatory mediation – UPDATE
- A clause to recoup cost of mediation - UPDATE




Get A Copy Of Your Lease!

- You need a copy for your own records if there ever is a dispute.
 - The law requires your landlord to provide you with a copy within 7 days of you signing the lease.
 - CRS § 38-12-801
- 



What happens if my landlord changes or my building is sold?

- ▶ If your landlord changes but ownership remains the same:
- ▶ New landlord must provide you with updated contact information to include new address(es) for notice(s).
- ▶ If your new landlord does not do this then contact your landlord requesting the information.
- ▶ If your building is for sale AND your tenancy is jeopardized
- ▶ Can record lease with the clerk and recorder
 - ▶ Consult legal advice prior to doing so
- ▶ If no current lease then may want to contact new owner to propose a new rental agreement



Receipts For Rent And Security Deposit

- Applies to security deposit and rent if:
 - You pay in person with Cash or Money order – immediate receipt
 - You pay by mail with cash or money order and request a receipt – 7 days for receipt
 - Colorado Revised Statute § 38-12-802



Rent Increases

- ▶ Landlords shall not increase rent more than one time in any 12 month period of consecutive occupancy. Regardless of:
 - ▶ A written rental agreement
 - ▶ The length of tenancy
 - ▶ It's a fixed term, month-to-month tenancy, or an indefinite term
 - ▶ Colorado Revised Statute § 38-12-204; § 38-12-702
- ▶ Landlords may only increase rent upon at least 60 days' written notice to tenant
- ▶ Landlords may not terminate a residential tenancy with no written agreement by serving a notice to quit with the primary purpose of increasing the rent with less than 60 days notice
 - ▶ Colorado Revised Statute § 38-12-701



Late Fees

- ▶ Landlords shall not take any of the following actions:
- ▶ Charge a tenant/home owner a late fee unless a rent payment is late by at least 7 calendar days
- ▶ Charge a tenant/home owner a late fee that exceeds \$50 or 5% of the amount of past due rent
- ▶ Require a tenant/home owner to pay a late fee unless the late fee is disclosed in the rental agreement
- ▶ Remove or exclude a tenant from a dwelling or initiate a Court process for the removal or exclusion of a tenant from a dwelling because the tenant fails to pay one or more late fees to the landlord
- ▶ Terminate a tenancy or other estate at will or a lease in a mobile home park because a tenant or home owner fails to pay or more late fees to the landlord
- ▶ Impose a late fee on a tenant/home owner for the late payment or nonpayment of any portion of the rent that a rent subsidy provider rather than the tenant/home owner is responsible for paying
- ▶ Impose a late fee more than once for each late payment except that a landlord may impose a late fee more than once for a late payment if the total amount of the late fees does not exceed \$50 or 5% of the amount past due.
- ▶ Require a tenant/home owner to pay any amount of interest on a late fee



Late Fees (continued)

- ▶ Landlords shall not take any of the following actions:
- ▶ Charge a late fee unless the landlord provided the tenant/home owner written notice of the late fee within 180 days after the date upon which the rent payment was due
- ▶ A lease provision that does not comply with this statute is void and unenforceable and a tenant may bring an injunctive relief
- ▶ A landlord who violates this statute shall pay to the tenant a penalty in the amount of \$50 for each violation
- ▶ A landlord who violates this statute has 7 days to cure the violation and that time begins when the landlord receives written or electronic notice of the violation
- ▶ If a landlord violates this statute and fails to timely cure the violation a tenant may bring a civil action seeking one or more of the following remedies:
 - ▶ Compensatory damages for injury or loss suffered
 - ▶ A penalty of \$50-\$1000 for each violation, payable to the tenant/home owner
 - ▶ Costs, including attorney fees to the prevailing party and
 - ▶ Other equitable relief the Court finds appropriate



Late Fees

- ▶ A tenant/home owner may raise an alleged violation of this statute as an affirmative defense in an eviction proceeding
- ▶ A “late fee” is distinct from rent and a rental agreement may not classify a late fee as rent for the purposes of C.R.S. § 13-40-104(1)(d)

Take Pictures





Why are pictures important?

- Document the condition of your residence at the beginning
- Take pictures of everything
 - Damaged or undamaged
- At the conclusion of your tenancy this documentation is crucial for security deposit disputes

Walk Through





Walk Through

- Why is it important to take this extra step?
 - You and your landlord can identify preexisting damage
 - You enter into the contract (lease) with the same understanding of the condition of your residence
- Tips
 - Be critical but not unreasonable
 - You are not being a bother by pointing out existing damage; you are paying for the residence.
- Remember: This is a business relationship
 - Beneficial for both parties to have the same understanding of the condition of the residence when you begin your tenancy.



Warranty Of Habitability

- The promise that your residence is fit for human living.
- There are a list of things that, by law, must be present in your residence.
 - That list can be found in your packet



Electronic Notice

- ▶ A work order IS NOT NOTICE
- ▶ What makes up an electronic notice?
- ▶ “Notice by electronic mail or electronic portal or management communications system that is available to both a landlord and a tenant”
- ▶ If you send an electronic notice you must send it in the manner that your landlord typically uses to communicate with you.
(NEW)



Where Do I Send An Electronic Notice If My Lease Does Not Say Where?

- If your lease is not specific
- “The tenant shall communicate with the landlord in a manner that the landlord has previously used to communicate with the tenant”
- If the lease is silent then practice will control
 - If your landlord texts, then you can text, etc.
- You must retain “sufficient proof of delivery” of the electronic notice.



Conditions Subject To Warranty Of Habitability



Waterproofing and weather protection of your roof, walls, doors and windows



Plumbing and gas in good working order



Running water, reasonable amounts of hot water, proper fixtures, connection to sewages disposal system




Functioning heating facilities in good working order and in compliance with the law



Electrical lighting/wiring and equipment in good working order and in compliance with the law





Common areas under
control of the landlord
kept reasonably clean



Appropriate extermination in response to infestation





Bed Bugs in Residential Premises

- Tenant shall promptly notify the landlord via written or electronic notice when the tenant knows or reasonably suspects the dwelling unit contains bed bugs.
- Landlord shall do the following within 96 hours of receiving tenant's notice
 - Provide tenant with 48 hours notice of landlord/inspector/pest control agent's intent to enter the dwelling
 - Obtain an inspection by a qualified inspector
- Landlord may enter the dwelling unit or contiguous unit for the purpose of inspection
- If inspection confirms bed bugs then shall inspect all contiguous dwelling units as promptly as is reasonably practical
- Landlord is responsible for all costs associated with an inspection for, and treatment of, bed bugs.



Bed Bugs in Residential Premises

- After the inspection, the landlord must give tenant written notice within 2 business days whether the dwelling unit contains bed bugs.
- If the inspector determines that neither the unit nor any contiguous unit, the landlord's notice must inform the tenant that if the tenant's concerns remain that the tenant may contact the local health department.
- If the inspector confirms the presence of bed bugs then the inspector must provide a report to landlord within 24 hours.
- Not more than 5 business days after the inspection, the landlord shall commence reasonable measures to effectively treat the bed bug presence (including retaining pest control services).





Bed Bugs in Residential Premises

- ▶ Tenant shall comply with reasonable measures to permit the inspection and treatment.
- ▶ Tenant is responsible for all costs associated with preparing the dwelling for inspection and treatment
- ▶ A tenant who knowingly and unreasonably fails to comply with the inspection and treatment requirements is liable for the cost of any treatments and contiguous dwelling units if the need for treatment arises from tenant's noncompliance



Bed Bugs in Residential Premises

- ▶ Landlords shall not rent a unit that landlord knows or reasonably suspects to contain bed bugs
 - ▶ Upon request, landlord shall disclose to the prospective tenant whether, to the landlord's knowledge, the unit contained bed bugs within the last 8 months and/or disclose the last date the unit was inspected for and found to be free of bed bugs.
- 



Bed Bugs – Liability

- ▶ Landlords who fail to comply are responsible for tenant's actual damages.
- ▶ Landlord may apply for injunctive relief against a tenant who refuses to provide reasonable access to the dwelling or fails to comply with reasonable request for inspection or treatment
- ▶ If a court finds that tenant has unreasonably failed to comply the court may issue an order including:
 - ▶ Granting access to the dwelling
 - ▶ Granting landlord right to inspect and treat the dwelling
 - ▶ Requiring tenant to comply with specific inspection and treatment measures or assessing the costs and damages related to tenant's noncompliance

Adequate amount of outside receptacles for garbage




Working floors, stairways, and railings



Locks on exterior doors, security devices on windows that open





Compliance with all applicable building, housing, and health codes which materially interferes with your life, health, or safety



Mold



- Microscopic organisms or fungi that can grow in damp conditions in the interior of a building.
- Residence is uninhabitable due to mold when
 - “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 or intended use.”



Appliances

- Refrigerator, range stove, or oven included within the residence for the use of the tenant pursuant to the rental agreement or any other agreement between the landlord and the tenant.
- Applies only to the appliances specifically listed in a written agreement or otherwise actually provided by your landlord at the beginning of your tenancy.
- If you make a demand based upon appliances and your landlord replaces the appliance, there is a presumption that the replacement appliance is not installed in retaliation so long as it has substantially the same features as the original appliance



Condition that materially interferes with life, health, or safety

- Subjective standard based upon the tenant's individual characteristics
- Significantly alters a landlord's response



When Does A Landlord Breach The Warranty Of Habitability?

- The residence is uninhabitable
 - As described by statute (list of conditions) or otherwise unfit for human habitation or
 - In a condition that materially interferes with a tenant's life, health, or safety
- AND
- The landlord has received “reasonably complete” written or electronic notice of the condition and failed to “commence remedial action by employing reasonable efforts” within the required times




When Does A Landlord Have to Commence Remedial Action?

- Three different timelines:
- Condition that materially interferes with your life, health, or safety
 - 24 Hours
- Condition that is uninhabitable by statute
 - 96 hours BUT only if tenant provides written permission to enter to commence repairs
- Mold



When Does A Landlord Have to Commence Remedial Action? Mold

- ▶ Within 96 hours after receiving notice
 - ▶ Install a containment stopping active sources of water to the mold
 - ▶ Install a high-efficiency particulate air filtration device to reduce exposure
- ▶ Maintain the containment until the following actions are executed
- ▶ Within reasonable amount of time must
 - ▶ Establish appropriate protections for workers and occupants
 - ▶ Eliminate or limit moisture sources and dry all materials
 - ▶ Decontaminate or remove damaged materials as appropriate
 - ▶ Evaluate whether the premises has been successfully remediated
 - ▶ Reassemble the premises to control sources of moisture and nutrients to prevent/limit recurrence



Does My Landlord Have To Respond To A Habitability Notice/Demand?

- YES
- A landlord now must respond to a tenant's reasonably complete notice within 24 hours of receiving the notice.
- The time is extended up to 72 hours if the premises is inaccessible because of damage due to an environmental public health event. (NEW)
- The response must contain
 - The landlord's intention for remedying the condition
 - An estimate of when the remediation will start
 - An estimate of when the remediation will finish
- Proof of filing an insurance claim is not proof of remediation (NEW)



Does A Landlord Ever Have To Provide An Alternate Residence?

- ▶ Yes.
- ▶ If the residence is in a condition that “materially interferes with the tenant’s life, health or safety”
- ▶ AND the tenant makes such a request
- ▶ A landlord SHALL PROVIDE
 - ▶ A comparable dwelling unit or a hotel room, as selected by the landlord, at no expense of cost to the tenant




Does A Landlord Ever Have To Provide An Alternate Residence?

- A landlord is not responsible for any other costs that arise after the relocation period
- A tenant is still responsible for rent per the terms of the lease during this time
- Only applies to material interference with life, health, or safety





What Can A Tenant Do If The Landlord Breaches The Warranty Of Habitability?

- After providing proper notice and not receiving a response/remedial action
- Terminate the lease
 - If environmental public health event, tenant provides notice, landlord cannot fix problem within 60 days, and cannot provide alternative housing
- Obtain injunctive relief in County Court or District Court
- Defend against an eviction for nonpayment of rent
- Other monetary options




Monetary Options – Withholding Rent

- Need to pay the amount withheld to the court to defend self against eviction for nonpayment
 - If there is a problem with the notice then there is no defense and you will be evicted
 - Would recommend seeking legal advice before taking this step
 - Remember: Can bring a claim for breach of warranty of habitability outside of an eviction
- 



Monetary Options – Deducting Cost of Repairs

- Incredibly specific process
- Does not apply to everyone
- Cannot deduct for certain issues
- Seek legal advice before taking this action
- If a tenant wrongfully deducts rent then landlord will get a money judgment in that amount withheld and tenant will also likely be evicted for nonpayment (unless there are other defenses)
- If it is a bad faith deduction then it is an automatic eviction and a money judgement for 2 times the amount withheld



Are There Exceptions To The Warranty of Habitability?

- Yes
- Must be a written agreement that is separate from the lease, signed by the parties, and supported by adequate consideration
- Tenant must have the skills to perform the work
- If you are unsure about whether this applies to you please seek legal advice.



Warranty of Habitability

- A breach of the warranty is now a defense to a collection action (in addition to an eviction case) based upon nonpayment of rent
- If a tenant raises the warranty of habitability as an affirmative defense will have to post a bond unless the tenant is found to be indigent pursuant to C.R.S. § 38-12-507(1)(c)(II) then will not be required to pay a bond to raise warranty of habitability as an affirmative defense.

Warranty of Habitability

- ▶ A tenant will be indigent, and won't have to pay a bond for the Warranty of Habitability defense, if their net income is
 - ▶ 5x or less the annual rental of the tenant's premises, after allowing all exemptions available to families occupying dwellings in low-rent housing authorized under the United States Housing Act of 1937
 - ▶ In calculating annual rental, the Court must include the average annual cost of heat, water, electricity, gas, and other necessary services or facilities
 - ▶ OR
 - ▶ Less than 250% of the federal poverty line.
 - ▶ This calculation does not include a tenant's assets




Warranty of Habitability

- The Court shall determine the reduction of a premise's rental value in its uninhabitable state to the date of the trial
- The Court shall deny possession to the landlord and deem the tenant the prevailing party
 - The tenant has to pay the rent that has accrued to the date of trial taking the reduction of value into consideration
 - This payment must be made to either the Court or the landlord within 14 days of the Court's judgment
 - The Court shall award possession to the landlord if the tenant fails to pay the reduced rent ordered by the Court within the 14 day period.



Warranty of Habitability

- The Court may order the landlord to make repairs and correct the uninhabitable conditions
 - The Court shall order that the monthly rent that the rent be limited to the reasonable rental value until the repairs are completed
 - If the Court orders repairs, the Court's jurisdiction continues to ensure compliance.
- 



LEGISLATIVE UPDATE

Retaliation

- ▶ A landlord shall not retaliate against a tenant for making a good faith complaint regarding the warranty of habitability to the landlord or to a governmental agency or organizing or becoming a member of a tenant's association or similar organization
- ▶ Retaliation includes:
 - ▶ Increasing rent or decreasing services
 - ▶ Terminating a lease without consent of tenant except as permitted by law
 - ▶ Bringing or threatening to bring an action for possession (eviction)
 - ▶ Taking action that intimidates, threatens, discriminates or retaliates against tenant.
- ▶ Retaliation is a defense against eviction



Other resources

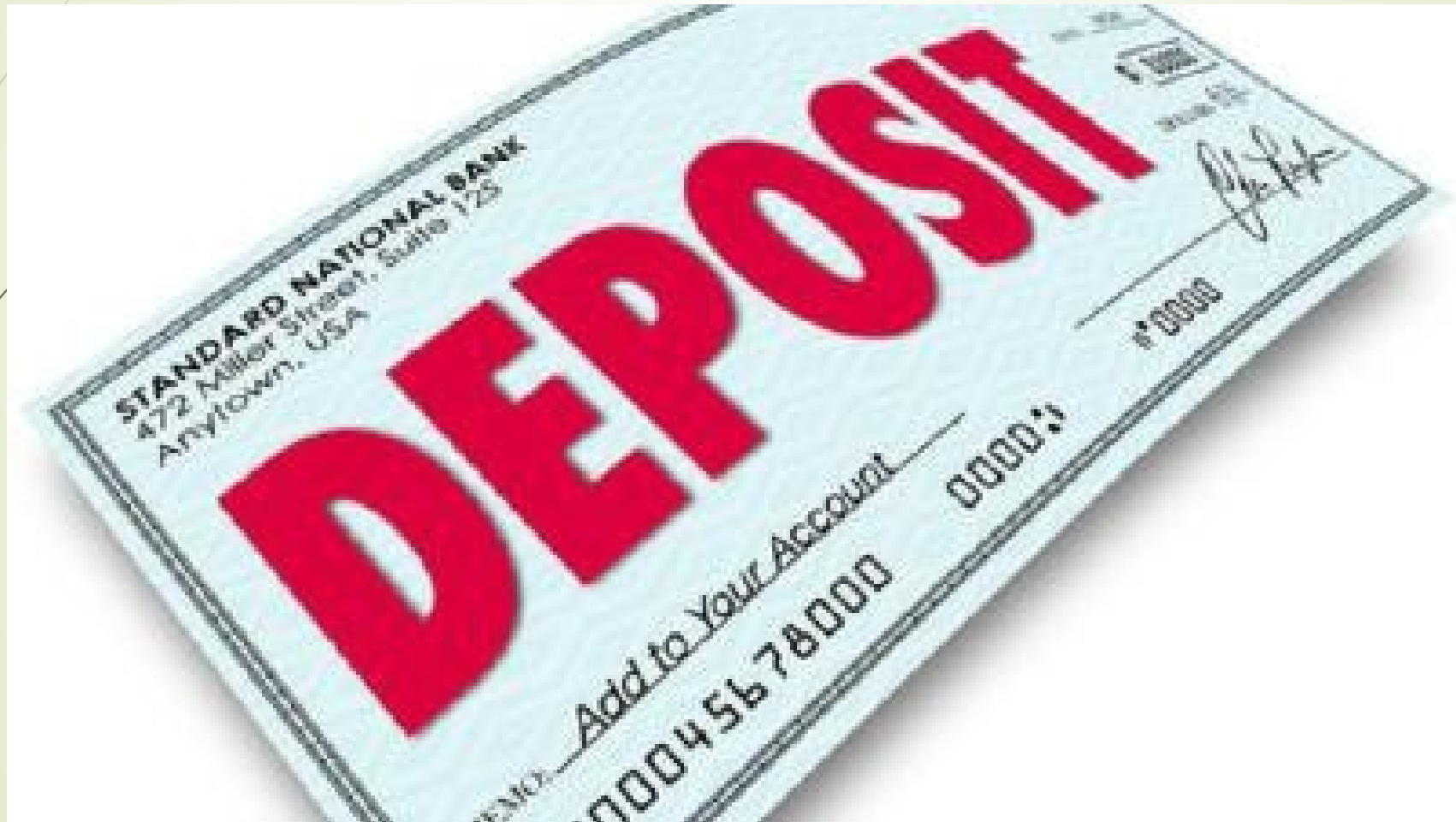
- Colorado Springs Planning and Community Development Neighborhood Services Office
 - Department of Health
 - El Paso County Planning and Community Development Office
- 




Code Enforcement

- Only has the authority to enforce the minimum housing standards of the City Code.
- Does not have the ability to enforce the Warranty of Habitability
- Some issues are not included in the city code that are in the Warranty of Habitability
 - Example: Mold
- Can call both but Warranty of Habitability is for Court and Code Enforcement is for City Code


Security Deposit





When can your landlord keep your deposit?

- Damage beyond “normal wear and tear”
- Nonpayment of rent
- Abandonment of the residence
- Nonpayment of utilities/repair/cleaning work contracted for by you




➤ What is “normal wear and tear”?

➤ The usual deterioration which occurs when living in a residence.


➤ What is not “normal wear and tear”?

➤ Careless or intentional destruction of property

➤ Example: a hole in a wall.



What should you do
when you move out?



Clean the residence



Do another walkthrough
and take more pictures




Return the keys and provide a forwarding address






How long does my landlord have to return my deposit and/or a statement of deductions?

- Up to 30 days
 - Unless it is extended in the lease, can be up to 60 days



What happens if your landlord does not return your deposit?

- Send a demand letter
 - Send it via certified mail
 - Keep a copy of the letter
- 

SAMPLE 7 DAY LETTER #1

NOTE: FOR RENTERS WHO DID RECEIVE A WRITTEN STATEMENT WITHIN THIRTY (OR SIXTY, DEPENDING ON LEASE) DAYS OF MOVING OUT, BUT WHO DO NOT AGREE WITH THE LANDLORD'S CLAIMS FOR DAMAGES

One copy sent certified mail to landlord, one copy retained by tenant(s).

_____, 2023

CERTIFIED MAIL: RETURN RECEIPT REQUESTED

Name of Landlord or Manager
(Or Registered Agent if owned by a corporation)
Address
City, State, Zip Code

Dear _____:

I(We) (Your name(s)) was(were) the tenant(s) at (address) until (date). \$ (amount) was paid by me(us) as damage/security deposit.

I(We) have received your letter of (date) and do not agree with the deduction listed for the following reasons:

(State reasons)

Kindly send the amount of \$ _____ to me(us) at within seven (7) days of your receipt of this letter. If the amount is not refunded, we intend to file suit under Colorado Revised Statutes 38-12-103 asking for treble damages.

Very truly yours,

SAMPLE SEVEN-DAY LETTER #2

NOTE: FOR RENTERS WHO DID NOT RECEIVE A WRITTEN STATEMENT AFTER 60 DAYS OF MOVING OUT.

One copy sent certified mail to landlord, one copy retained by tenant(s).

Date

Name of Landlord or Manager:
(Or Registered Agent if owned by a corporation)
Address
City, State, Zip Code


CERTIFIED MAIL: Return Receipt Requested

Dear _____:

I,(We) (your name(s)) was(were) the tenant(s) at (address) from (date) to (date). \$ _____ was paid by me/us as a damage/security deposit.


It has been more than 60 days since (date). Kindly send the full amount of \$ _____ to me/us at (your address), within seven (7) days of your receipt of this letter. If the amount is not refunded, we intend to file suit under Colorado Revised Statutes 38-12-103 asking for treble damages.

Yours very truly,



Your landlord may only
refund part of your deposit

➡ Beware of a restrictive
endorsement!



If you do not receive a response to your demand

- ▶ You can initiate a small claims action if the amount is under \$7500.
 - ▶ Can seek treble damages if filed within one year and willful withholding found by the Court.
 - ▶ If the landlord deliberately fails to return the security deposit during the additional seven-day period, the retention is logically "willful" under this section
 - ▶ *Turner v. Lyon*, 189 Colo. 234, 539 P.2d 1241 (1975)



Early lease termination

- When is it permissible?
- The language of the lease
- Breach of warranty of habitability
- Protections for the victims of domestic violence, domestic abuse, stalking, and/or unlawful sexual behavior
- Military orders
- Act of God
 - So long as it was not caused by your negligence. For example, if you cause a fire.



Early lease termination

- ▶ Multiple Warranty of Habitability breaches
 - ▶ Same condition of the residence renders the home uninhabitable at least 2 times within a 6 month period
 - ▶ The condition is not appliance related
 - ▶ 14 day notice to landlord in writing necessary to terminate the lease

Mobile Home Park Act






Additional rights for tenants in mobile home parks who own their homes:

- Requires a written lease or rental agreement
- Termination of tenancy must be for cause
 - As opposed to ending the tenancy after the lease ends with a notice to quit.
- Demand – 90 day cure period
- Notice to Quit – 90 days to move or sell the home
- Security Deposit – no greater than one month rent



Lease Requirements

- Management shall adequately disclose the terms and conditions of a tenancy in writing in a rental agreement to any prospective home owner
- The disclosures **MUST** include:
 - The day that unpaid rent is considered in default for the purpose of establish a late fee
 - Name and mailing address where a manager's decision can be appealed AND
 - All charges to the home owner other than rent, including late fees



What constitutes “cause” for termination?

- ▶ Home is not in compliance with local ordinances and state laws and regulations relating to mobile homes and home lots
 - ▶ For example, improper installation of the home can violate regulations and ordinances.
- ▶ Not following the parks’ written rules and regulations
- ▶ The park is condemned or changes use
- ▶ Knowing false or misleading statements on tenancy application
- ▶ Your/guest’s/friend’s conduct unreasonably endangers the life of a person in the park
- ▶ Your/guest’s/friend’s conduct damages or destroys the property of a person in the park in a willful, wanton, or malicious manner
- ▶ Your/guest’s/friend/s conduct constitutes a felony offense or was the basis for an action that declared the home a class 1 public nuisance



When can the park change its own rules and regulations?

- ▶ With your permission

- ▶ Immediately

- ▶ Without your permission

- ▶ 60 days notice



Home Owner Right to Privacy

- Park Management has no right to enter a home owner's home without first obtaining the written consent of the homeowner, to carry out statutory duties, in the case of an emergency, or when the home has been abandoned.
- Written consent may be revoked at any time
- Notice of entry must include the date and approximate time of planned entry and be delivered in a manner reasonably likely to be seen or heard by the resident in a timely manner



Mobile Home Park Dispute Resolution Act

- ▶ Any party may file a complaint with the Colorado Division of Housing.
- ▶ Once the complaint is received, the Division will investigate the complaint.
- ▶ If appropriate, the Division will facilitate negotiations between the parties.



Mobile Home Park Dispute Resolution Act

- ▶ If the parties are unable to come to an agreement, the division shall make a written determination of whether there was a violation.
- ▶ The determination must state
 - ▶ the basis for the determination
 - ▶ the violation,
 - ▶ the necessary action(s) to cure,
 - ▶ the time to cure,
 - ▶ the penalties for not taking the necessary action(s),
 - ▶ the process for contesting the determination, and penalties by means of an administrative hearing.
- ▶ If the determination is that there is not a violation, the written determination must include the basis for the decision and the process for contesting the determination.



Mobile Home Park Dispute Resolution Act

- ▶ The party found in violation has seven days to comply with a notice of violation.
- ▶ If the party fails to do what is necessary to come into compliance then the Division has the authority to impose financial penalties for each day that the party fails to come into compliance with the Division's order.
- ▶ The Division can also issue a cease and desist order to stop an unlawful practice.
- ▶ The Division can order a party to take actions to include, but not limited to, refunds of moneys paid, filing documents that correct a violation, and/or taking action to correct a violation.



Mobile Home Park Dispute Resolution Act

- ▶ A party may appeal the decision by requesting a hearing before an administrative law judge.
- ▶ The judge shall hear testimony and receive evidence to decide whether the Division's decision is supported by a preponderance of the evidence.
- ▶ The judge shall enter an appropriate order within thirty days after the hearing and immediately send copies of the order to the parties.



Mobile Home Park Act Other Provisions

- ▶ Landlords shall not make any oral or written statement threatening an eviction for reasons that are not grounds for terminating a tenancy in a park.
 - ▶ Landlords who violate this law may be liable for the groundless threat and a Court may award a home owner up to \$20,000 in addition to any other remedies authorized by law
- ▶ If a landlord intends to change the use of the park, then the landlord shall provide the home owners an offer for
 - ▶ Payment of relocation costs to a location of home owner's choosing within 100 miles or
 - ▶ The purchase of the home for the greater amount of \$7,500/\$10,000 or 100% of the far market value of the home



Mobile Home Park Act Other Provisions

- ▶ Landlords shall not increase rent IF the park:
 - ▶ Does not have a current, active registration filed with the division of housing
 - ▶ Has any unpaid penalties owed to the Division of Housing
 - ▶ Has not fully complied with any final agency order issued by Division of Housing
- ▶ Any increases issued in violation of the section are invalid and have no force and effect
- ▶ Landlords shall not charge home owners or residents a fee to meet in common buildings or spaces in the park except for reasonable cleaning or damage costs
- ▶ Landlords shall host and attend a meeting for residents of the park if requested by a home owner or resident



Mobile Home Park Act Other Provisions

- ▶ Park management shall not harass, intimidate, or threaten or attempt to harass, intimidate, or threaten, any person for filing or attempting to file a complaint or joining or attempting to join an association of residents or home owners, engaging in activities to promote the organizing and education of residents and home owners or voting or attempting to vote on a matter before the association of residents or home owners or
- ▶ Coerce or require a person to sign an agreement
- ▶ Park management is not permitted to require a home owner to sign a new lease or agreement in violation of the MHPA or to mislead a home owner about the obligation to sign a new lease agreement



Mobile Home Park Act Other Provisions

- ▶ Rules regarding accessory buildings/sheds are presumed unreasonable unless the rule or regulation
 - ▶ Is strictly necessary to protect the health and safety of park residents and the rule or regulation provides the protection at the lowest expense to the home owner as is reasonable possible
 - ▶ Is strictly necessary to comply with or enforce a federal, state, or local government requirement, including local nuisance laws enforced for the welfare of other residents
 - ▶ Is voluntarily agreed to by the home owner, without coercion or misrepresentation by management, in which case the rule or regulation is only binding upon home owners who have communicated their written consent to the rule or regulation or
 - ▶ In a park managed by home owners, was established by the managing organization in accordance with the organization's bylaws and more than 50% of the home owners are members of the organization
- ▶ New home owners may be subject to rules that were not enforceable against prior home owners



Mobile Home Park Act Other Provisions

- ▶ New restrictions on management's approval of a potential new home buyer
- ▶ New notice requirements for selling a park
- ▶ New notice requirements for bilingual home owners and residents for selling a park
- ▶ Expands upon a home owners and residents right to pursue a civil action against park
- ▶ Updates to the dispute resolution process
- ▶ Expands upon rules for record keeping for parks



Forcible Entry and Detainer

- Procedure for evictions in Colorado
- Must use the court process
- Cannot resort to “self-help”
- The Forcible Entry and Detainer Act lists reasons a landlord can initiate an eviction action, see packet for more information

First step is receiving a notice or demand

NOTICE TO QUIT (Please Type or Print Legibly)

To: _____ Any and all other occupants.

Pursuant to §13-40-107, C.R.S., you are hereby notified by the undersigned owner that your tenancy of the land and premises described below is terminated as of _____ (date) at _____ (time) and you are accordingly notified to vacate said premises and surrender possession thereof on or before said date and time.

Street Address _____		
City _____		County _____
Subdivision _____	Lot _____	Block _____

Describe the property and the particular time when the tenancy will terminate: _____

By checking this box, I am acknowledging I am filling in the blanks and not changing anything else on the form.
 By checking this box, I am acknowledging that I have made a change to the original content of this form.

Date: _____

Landlord/Owner

By: _____
Landlord/Owner's Agent or Attorney

CERTIFICATE OF SERVICE

I hereby certify that I served this Notice to Quit on _____ (date) in _____ (County), Colorado by my selection below.

By leaving a true copy with _____ (Full Name) who is the Tenant, other person occupying such premises, or a member of the tenant's family above the age of fifteen years and residing on or in charge of the premises _____ (Full Name of Person)

By posting in a conspicuous place on the premises at _____

Signature

Date

Notice to Quit - §13-40-107, C.R.S.

- (1) A tenancy may be terminated by notice in writing, served not less than the respective period fixed before the end of the applicable tenancy, as follows:
 - (a) A tenancy for one year or longer, ninety-one days;
 - (b) A tenancy of six months or longer but less than a year, twenty-eight days;
 - (c) A tenancy of one month or longer but less than six months, twenty-one days;
 - (d) A tenancy of one week or longer but less than one month, or a tenancy at will, three days;
 - (e) A tenancy for less than one week, one day.
- (2) Such notice shall describe the property and the particular time when the tenancy will terminate and shall be signed by the landlord or tenant, the party giving such notice or his agent or attorney.
- (3) Any person in possession of real property with the assent of the owner is presumed to be a tenant at will until the contrary is shown.
- (4) No notice to quit shall be necessary from or to a tenant whose term is, by agreement, to end at a time certain.
- (5) Except as otherwise provided in §38-33-112, C.R.S., the provisions of subsections (1) and (4) of this section shall not apply to the termination of a residential tenancy during the 90-day period provided for in said section.

DEMAND FOR COMPLIANCE OR RIGHT TO POSSESSION NOTICE FOR PROPERTY LOCATED IN _____ COUNTY

To: _____ (Tenant)

I hereby demand that, within the following selected time frame:

Residential Agreement: ten days from the date that this notice is served
 Exempt Residential Agreement: five days from the date this notice is served
 Employer-provided Housing Agreement: three days from the date this notice is served
 Non-Residential Agreement: three days from the date this notice is served
 Substantial Violations: three days from the date this notice is served
 (Read C.R.S. 13-40-107.5 for the definitions of *substantial violations*).

You either comply with the covenant stated below or deliver to the Landlord the possession of the premises identified below:

Street Address _____		
City _____		County _____
Subdivision _____	Lot _____	Block _____

The covenant/condition with which you are to comply is (check one or both, as applicable)

The payment to the landlord in the sum of \$ _____ being past due rent and owed to the landlord from _____, 20 _____, to _____, 20 _____.

Other covenant of the lease that is being violated is: _____

The covenant/condition checked above constitutes default under the terms of the Lease, and this default entitles the Landlord to possession of the premises. The rental for said premises is \$ _____ per _____.

Dated: _____

Landlord/Property Manager

Agent or Attorney

RETURN OF SERVICE

I certify that I served this notice on _____ (date), in _____ (County), Colorado by my selection below:

By leaving a true copy with _____ (Full Name)

By posting in a conspicuous place on the premises at _____

Signature



No specific language or state form required for notice.

- Description of property
- Date of the termination of tenancy
- Signed by the landlord
- Must be served by statutory deadlines
 - Example: Month to month requires 21 days notice



LEGISLATIVE UPDATE

Demand Requirements

- ▶ Must include statement that tenant who receives supplemental security income, social security disability insurance, or cash assistance through Colorado Works program has a right to mediation PRIOR TO THE FILING OF A COMPLAINT
- ▶ This means that landlords can also ask tenants if they receive supplemental security income, social security disability insurance, or cash assistance through Colorado Works program and such inquiry is not an unfair housing practice.

What to do if you receive a demand or notice?

- ▶ Demand for Compliance
- ▶ For nonpayment
 - ▶ Rental assistance application
 - ▶ Contact landlord to attempt to work out a payment plan
- ▶ For other violations
 - ▶ Provide your landlord with documentation that the violation did not occur
 - ▶ Provide your landlord with documentation showing that the violation has been cured.
- ▶ Notice to Quit for Substantial Violation
 - ▶ Provide your landlord with documentation showing that you did not commit the substantial violation
- ▶ Notice to Quit Repeat Violation
 - ▶ Provide your landlord with documentation showing you did not violate the lease provision a second time
- ▶ Notice to Quit
 - ▶ Check your lease to make sure it complies with your lease
 - ▶ Contact your landlord to workout a lease extension
 - ▶ Prepare to move out of the residence

Next step is being served the summons and complaint

County Court _____ County, Colorado Court Address:		▲ COURT USE ONLY ▲
Plaintiff(s): v. Defendant(s):		
<input type="checkbox"/> Any and all other occupants:		Case Number:
Attorney or Party Without Attorney (Name and Address):		
Phone Number: FAX Number:	E-mail: Atty. Reg. #:	Division Courtroom
SUMMONS IN FORCIBLE ENTRY AND UNLAWFUL DETAINER		

To the above-named Defendant(s), take notice that:

- On _____, 20____, at _____ o'clock ____ M. in the _____ County Court, _____, Colorado, the Court may be asked to enter judgment against you as set forth in the complaint.
- A copy of the complaint against you and an answer form that you must use if you file an answer are attached.
- If you do not agree with the complaint, then you must either:
 - Go to the Court, located at: _____, Colorado, at the above date and time and file an answer stating any legal reason you have why judgment should not be entered against you, **OR**
 - File the answer with the Court before that date and time.
- When you file your answer, you must pay a filing fee to the Clerk of the Court.
- If you file an answer, you must personally serve or mail a copy to the Plaintiff(s) or the attorney who signed the complaint.
- If you do not file with the Court, at or before the time for appearance specified in this summons, an answer to the complaint setting forth the grounds upon which you base your claim for possession and denying or admitting all of the material allegations of the complaint, judgment by default may be taken against you for the possession of the property described in the complaint, for the rent, if any, due or to become due, for present and future damages and costs, and for any other relief to which the Plaintiff(s) is (are) entitled.
- If you are claiming that the landlord's failure to repair the residential premises is a defense to the landlord's allegation of nonpayment of rent, the Court will require you to pay into the registry of the Court, at the time of filing your answer, the rent due less any expenses you have incurred based upon the landlord's failure to repair the residential premises. In addition to filing an answer, you are required to complete an Affidavit (JDF 109) to support the amount you will need to pay into the registry of the Court.
- If you want a jury trial, you must ask for one in the answer and pay a jury fee in addition to the filing fee.
- If you want to file an answer or request a jury trial and you are indigent, you must appear at the above date and time, fill out a financial affidavit, and ask the Court to waive the fee.

Dated at _____, Colorado, this _____ day of _____, 20 ____.

Clerk of the Court

By: _____

Deputy Clerk

Attorney for Plaintiff(s) (if applicable)

Address(es) of Plaintiff(s)

Telephone Number(s) of Plaintiff(s)

County Court _____ County, Colorado Court Address:		▲ COURT USE ONLY ▲
Plaintiff(s): v. Defendant(s):		
<input type="checkbox"/> Any and all other occupants:		Case Number:
Attorney or Party Without Attorney (Name and Address):		
Phone Number: FAX Number:	E-mail: Atty. Reg. #:	Division Courtroom
COMPLAINT IN FORCIBLE ENTRY AND DETAINER		

The Plaintiff(s), named above, state(s) and allege(s) as follows:

- Plaintiff(s) is/are the owner(s) of premises in the City of _____ County of _____, State of Colorado as follows:

Street Address: _____		
Subdivision: _____	Lot _____	Block _____

- Defendant(s) leased and occupied the premises pursuant to a written lease, a copy of which is attached and incorporated as Exhibit A or verbal tenancy at a monthly rental of \$ _____, payable in advance on the _____ day of each month. By such lease or tenancy, the Defendant(s) entered into the possession and occupancy of the premises.
- Defendant(s) has/have failed to pay monthly rental due on the following dates: _____ and as of the date of this filing is/are indebted to the Plaintiff(s) for past due rent in the amount of \$ _____ and damages in the amount of \$ _____, totaling \$ _____.
or
- Defendant(s) has/have violated the terms and conditions of the lease by failing to comply with the following covenants or conditions of the lease:

- Plaintiff(s) have properly served either a written "Demand for Payment of Rent Due or Possession" or written "Notice to Quit" upon the Defendant(s) on _____ (date). The amount of time given to the Defendant(s) on the "Demand" or "Notice" has expired. A copy of the "Demand" or "Notice" is attached and incorporated as Exhibit B.



Summons

- ▶ There is language required in the summons.
 - ▶ Summons must also contain:
 - ▶ List of available resources with a website link and phone number for residential tenants to obtain civil legal aid and rental assistance.
 - ▶ Copy of a blank answer form
 - ▶ A form that allows either party to request all documents in the landlord's and tenant's possession relevant to the current action.
- ▶ Colorado Revised Statute § 13-40-111



LEGISLATIVE UPDATE

Summons Requirement

- ▶ In addition to the summons itself, must include a signed affidavit indicating:
- ▶ Mediation occurred and was unsuccessful
- ▶ Mediation did not occur due to tenant
 - ▶ Failed to disclose in writing eligible for mediation
 - ▶ Disclosed in writing was not eligible for mediation
- ▶ Mediation did not occur due to landlord
 - ▶ Being a 501(c)(3) organization that offers mediation before filing
 - ▶ 5 or fewer single family rental homes and no more than 5 rental units including any single family homes



LEGISLATIVE UPDATE

Mandatory Mediation

- ▶ CRS §13-40-111 requires mediation be offered
- ▶ Mediation must be conducted by neutral third party
 - ▶ Mediation is offered at no cost to tenant
 - ▶ Landlords are required to pay for Landlord's portion of mediation.
- ▶ Office of Dispute Resolution shall schedule mediation no later than 14 days after landlord's request
- ▶ Failure to comply with mediation is an affirmative defense
 - ▶ Local rule in El Paso County is requires hearing because need to prove and magistrates will not rule on a motion for default judgment until affidavit of compliance is filed into the case



Service

- Personal service
- Service by posting
- If served by posting, can only receive a judgment for possession and not for damages
 - If you appear on the return date you waive personal service

Answer – Your legal defenses in response to the complaint

County Court _____ County, Colorado Court Address: _____		▲ COURT USE ONLY ▲
Plaintiff(s): _____ v. Defendant(s): _____		
Attorney or Party Without Attorney (Name and Address): _____		Case Number: _____
Phone Number: _____	E-mail: _____	Division _____ Courtroom _____
FAX Number: _____	Atty. Reg. #: _____	
ANSWER UNDER SIMPLIFIED CIVIL PROCEDURE (including counterclaim(s) and/or cross claim(s))		

The Defendant(s) _____ (name), answer(s) the complaint as follows:

1. The amount of damages claimed to be due to the Plaintiff(s) by the complaint in this action is not due and owing for the following reasons:

OR

the Plaintiff(s) is/are not entitled to possession of the property and Defendant(s) is/are entitled to retain possession for the following reasons:

OR

the injunctive relief requested by the Plaintiff(s) should not be allowed for the following reasons:

2. (If applicable) the Defendant(s), _____, assert(s) the following counterclaim(s) or setoff(s) against the Plaintiff(s)

3. (If applicable) the Defendant(s) _____, assert(s) the following cross claim(s) against _____, named Defendant(s) (you are limited to the jurisdiction of the court):

4. If a counterclaim is asserted above, you must check one of the following statements:

- The amount of the counterclaim **does not** exceed the jurisdiction of the court (County Court filing fee required).
- The amount of the counterclaim **does** exceed the jurisdiction of the court, but I wish to limit my recovery to the jurisdiction of the court (County Court filing fee required).
- The amount of the counterclaim **does** exceed the jurisdiction of the court, and I wish the case transferred to the District Court (District Court filing fee required)

5. The Defendant(s):

- Request(s) a trial to the court.
- Request(s) a jury trial. By requesting a jury trial, the Defendant(s) understand(s) that a jury fee must be paid unless the fee is waived by the Court.

WARNING: ALL FEES ARE NON-REFUNDABLE. IN SOME CASES, A REQUEST FOR A JURY TRIAL MAY BE DENIED PURSUANT TO LAW EVEN THOUGH A JURY FEE HAS BEEN PAID.

Note: All Defendants filing this answer must sign unless the answer is signed by an attorney.

VERIFICATION

I declare under penalty of perjury under the law of Colorado that the foregoing is true and correct.

Executed on the _____ day of _____, _____, at _____ (city or other location, and state OR country)

(Printed name of Defendant(s))

Signature of Defendant(s)

Signature of Attorney for Defendant(s) (if applicable)

Address(es) of Defendant(s): _____

Phone Number(s) of Defendant(s): _____

CERTIFICATE OF SERVICE

I certify that on _____ (date) a true and accurate copy of this ANSWER UNDER SIMPLIFIED CIVIL PROCEDURE was served on _____ the other party(s) or attorney(s) by:

Hand Delivery E-filed Faxed to this number _____ or by placing it in the United States mail, postage pre-paid, and addressed to the following:

Defendant(s) or Attorney for Defendant(s) Signature

Answer and Trial Setting

- ▶ Answer due by 5pm on date of return
- ▶ Improper notice defense must be raised in an answer or by filing a motion prehearing.
 - ▶ Cannot raise the defense of improper notice for the first time at the hearing if it was not raised in the answer or a prehearing motion
- ▶ Trial shall be set by the court 7-10 days after an answer is filed
- ▶ Between the filing of an answer and the trial, the Court shall order that the landlord or tenant provide any documentation relevant to the current action
 - ▶ Colorado Revised Statute § 13-40-113






Curing Nonpayment of Rent

- ▶ A landlord who provides a tenant with a proper demand for payment shall accept payment of the tenant's full payment of all amounts due according to the notice, as well as any rent that remains due under the rental agreement until a judge issues a judgment for possession
- ▶ Tenants may pay the amount to the landlord or to the Court.
- ▶ Once a Court confirms that the full amount has been timely paid, the Court shall
 - ▶ Vacate any judgments that have been issued and dismiss the action with prejudice



Defense: Warranty of Habitability

- ▶ If landlord retaliates against a tenant for making a good faith complaint to landlord or government agency(code) regarding warranty of habitability or organizing or becoming a member of a tenants' association or similar organization
 - ▶ Tenant can assert the breach of the warranty of habitability as a defense to nonmonetary (rule violation, notice to quit, etc.) eviction
- 



Make sure to
appear at
return date

Writ of Restitution

- ▶ Court may issue writ of restitution 48 hours after entry of judgment
- ▶ Law enforcement cannot execute the writ until 10 days after judgment

<input type="checkbox"/> County Court <input type="checkbox"/> District Court County, Colorado	
Court Address: _____	
Plaintiff(s): v. Defendant(s): <input type="checkbox"/> Any and all other occupants.	▲ COURT USE ONLY ▲
	Case Number: _____ Division Courtroom
WRIT OF RESTITUTION	

The People of the State of Colorado

To the Sheriff of _____ County

Whereas, _____, Plaintiff(s), obtained a judgment on _____ (date), against _____, Defendant(s), pursuant to the Colorado Forcible Entry and Detainer (FED) statutes, §13-40-101, et seq., C.R.S. ordering possession of the premises located at:

Street Address _____
City _____ County _____

You are hereby ordered to remove the Defendant(s) and their property from the premises and restore the Plaintiff(s) to the possession of the premises stated above and to make proper return according to law.

This Writ of Restitution shall remain in effect for 49 days after issuance and shall automatically expire thereafter.

This Writ of Restitution requires the removal of a mobile home from the premises pursuant to §38-12-208, C.R.S.

Date: _____

 Judge Magistrate



LEGISLATIVE UPDATE

Writ Of Restitution

- ▶ IF residential tenant receives supplemental security income, social security disability insurance, or cash assistance through Colorado Works program then sheriff cannot execute writ of restitution until 30 days after judgment enters unless:
 - ▶ The judgment is based upon the finding that the tenant committed a substantial violation pursuant to CRS § 13-40-107.5; or
 - ▶ Landlord has 5 or fewer single family rental homes and no more than 5 units including any single family homes



Unlawful removal or exclusion (Illegal Eviction)

- ▶ A tenant who has been unlawfully removed or excluded from a dwelling unit may bring a civil action.
- ▶ The civil action is to restrain further violations and to recover damages, costs, and reasonable attorney fees.
- ▶ If a Court finds that a landlord violates C.R.S. § 38-12-510 then the tenant must be awarded the actual damages AND either 3x the monthly rent or \$5,000 (whichever is higher)
- ▶ A Court may also order that possession is restored to a tenant who was unlawfully removed or excluded from a dwelling.



Fair Housing

- Prohibits discrimination based on race, color, disability, sex, sexual orientation (including transgender status), national origin/ancestry, religion, creed, marital status, and/or familial status
 - New legislation pending to add gender identity and gender expression as protected classes
- Exceptions
 - Owner-occupied buildings with 4 units or less
 - Single-family housing sold or rented without the use of a broker
 - Housing operated by organizations and private clubs that limit occupancy to members



Prohibition On Discrimination In Housing Based On Source Of Income

- ▶ It is an unfair housing practice to discriminate against a person based on source of income with certain exceptions.
- ▶ Source of income means any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person including:
 - ▶ Income derived from a lawful profession or occupation; and
 - ▶ Income or rental payments derived from any government or private assistance, grant, or loan program
- ▶ [Income Discrimination added to Colorado's Unfair Housing Practices](#)



Service Animal vs. Emotional Support Animal

- ▶ Service Animal can only be dog or miniature horse
 - ▶ Trained to do work or perform tasks
 - ▶ Covered by Americans with Disability Act
 - ▶ NOT A PET
- ▶ Emotional Support Animal
 - ▶ Not covered by the ADA
 - ▶ Possible Fair Housing Protections
 - ▶ Reasonable accommodation request



Reasonable Accommodation

- It is discrimination to refuse to make reasonable accommodations necessary to afford a person with a disability the equal opportunity to use and enjoy the residence
- No magic language to make the request
- Must be in writing
- Must state what the accommodation is that you are requesting
- Sample letter in the materials

Dear (Landlord):

I am a current tenant of (address or complex name). I suffer from a disability that requires a reasonable accommodation to allow me and my family an equal opportunity to use and enjoy my residence.

The Fair Housing Act, 42 U.S.C.A. §3604(f) allows for a reasonable accommodation to change, adapt or modify a policy which will allow a qualified person with a disability an equal opportunity to use and enjoy his or her residence. (Address or complex name) is an apartment community that is subject to the mandates of the Fair Housing Act. Furthermore, a denial of a request for a reasonable accommodation without explanation or without further discussing the request for a reasonable accommodation is a violation of the Fair Housing Act.

I am requesting (Address or complex name) accommodate my disability by providing (specific request as to what accommodation is requested).

In order to prevent me and (complex name) from being unduly stressed, I am requesting that (complex name) provide (specific request). The health and welfare of all will be properly safeguarded if (complex name) provides this accommodation.

Respectfully,



Questions?

- ▶ Clinton Albert
 - ▶ calbert@colegalserv.org
 - ▶ 719-471-0380 ext 169
- 