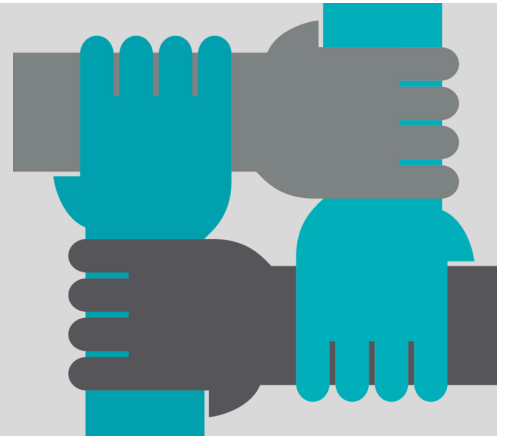


For Cause Requirements for Eviction



✦ HB 24-1098 | United for a New Economy

Colorado just passed new eviction protections for renters! Here's what has changed:

This law applies to you if*:

- You are a renter who has lived in your home for **one year or longer**

Some parts of the law are still the same. An owner can still file an eviction at any time for causes like:

- Nonpayment of rent
- Lease violations/repeated violations after receiving a notice
- “Substantial violations”- these are things like: actions that could endanger other tenants/the landlord/the property, drug-related felonies, and certain criminal acts on or near the property

There is a new cause for eviction added to law:

- Causing a nuisance or disturbance that interferes with the quiet enjoyment of the landlord or neighbors on or near the property OR damaging the property

Renters now have new protections with this law! A renter now has a right to renew their lease (including month-to-month leases), if they choose to. A landlord can only refuse to renew the lease, IF one of the following causes exists (called “no-fault” causes):

1. The landlord wants to demolish or convert the premises to a nonresidential use or to a short term rental
2. The landlord plans to make substantial repairs or renovations to the rental unit.
 - Written notice must include a general description of the repairs and renovations and an expected completion date.
 - If the repairs/renovations are expected to last less than 6 months, the landlord must provide a written notice to the tenant, offering the tenant a right to return to the unit. The tenant would have 10 days to respond to the offer, and 30 days to move back in.
 - Repairs cannot be in retaliation for reporting health and safety issues, including lack of running water, lack of hot water, problems with heat, infestations, and other conditions that make a home unsafe.

3. The landlord or their family member wishes to move into the unit.
4. The landlord wants to take the unit off the rental market and sell it- only if the unit is a single family home, a townhome, a duplex, triplex, or individual condo unit.
5. The tenant refuses to sign a new lease with “reasonable terms”
6. The tenant has a history of nonpayment of rent
 - This means that during your lease period, you were late on rent 3 times or more.
 - Rent is counted as “late” if you paid it more than 10 days after it was due.
 - If a tenant received a notice to pay rent and they paid it within the 10 day “cure period,” it is not counted as a late payment.

With all of these no-fault causes, the landlord must give you a written notice at least 90 days before the end of the lease term stating the reason requiring you to move out. You are legally allowed to stay in your home until the date listed on the notice, which cannot be before the last day on the lease.**

What do I do if my landlord violates this law or tries to unjustly evict me?

If you believe your landlord has violated this law, you have a right to file a civil action in court- you may be entitled to damages. If a landlord tries to evict you and violates part of this law, this law can be also used as a defense in court.



* This law does not apply to you if you live in a small property (less than four units) and the landlord lives on the property too. It also does not apply if your employer and landlord are the same person or company.

** Exception- if a landlord or their spouse is active duty military and they wish to move back into the unit, they are only required to give a 45 day notice, instead of 90 days.