



OTTEN JOHNSON ALERT

Colorado Legislature Considering New Statutory Limitations on Residential Evictions

March 2023 • [Ryan L. Briggs](#) and [David A. Brewster](#)

Summary

The Colorado House of Representatives is currently considering House Bill 23-1171, which proposes substantial changes to the procedures and substance of lawful residential evictions in Colorado. In its current form, the bill would amend Section 12 of Article 38 of the Colorado Revised Statutes (“C.R.S.”) to (i) create of a “just cause” requirement for landlords seeking eviction of a residential tenant, and (ii) create certain “no-fault” eviction scenarios, coupled with obligations on residential landlords to provide, among other things, relocation assistance to residential tenants in the event of a “no-fault” eviction.

Proposed Language

If House Bill 23-1171 is enacted into law, landlords in Colorado would be prohibited from proceeding with evictions of residential tenants under any provision of Article 40 of Title 13 (C.R.S.) unless the landlord has “just cause” for the eviction. Currently, the proposed bill would apply to all residential premises in Colorado, with the exception of:

- short-term rentals,
- (2) mobile home tenants who (a) own their mobile home; or (b) reside under a lease-to-own, purchase option, or similar agreement, and

- 3) dwelling units or other portions of residential premises where (a) the owner lives in and maintains the residential premises as the owner's primary residence, and (b) the residential premises is not a multifamily property.

The bill identifies the following limited scenarios as providing a landlord with "just cause" for a residential eviction:

- The tenant continues to fail to pay rent after timely written notice of such nonpayment by the landlord;
- The tenant commits a substantial violation and does not cure it within 10 days after written notice by the landlord;
- Conditions exist for a no-fault eviction;
- The tenant refuses to allow the landlord to enter the residential premises after the landlord has provided written notice at least 48 hours before attempting such entry unless the rental agreement specifies a longer period of advanced written notice; or
- The tenant refuses to sign a new rental agreement with terms that are substantially identical to the tenant's current rental agreement, including terms establishing rent in the same amount or in a reasonably increased amount, so long as the landlord provides the new rental agreement at least 30 days before the expiration of the current rental agreement.

Further, the proposed bill defines certain conditions constituting grounds for "no-fault" evictions, as follows:

- Landlord plans to demolish the residential premises or convert it to non-residential use at the end of an existing lease term; provided, that the Landlord is subject to certain notice requirements (including a requirement to give the tenant no less than 90 days to vacate the residential premises);
- Landlord plans to make substantial repairs or renovations to the premises; provided, however, that (1) the repairs or renovations must not be initiated by the landlord in retaliation against the tenant; and (2) the landlord is subject to certain notice requirements and duties to the tenant upon completion of the premises (e.g., right of first refusal for tenant to return to the premises, including a reasonableness qualifier for rent; while taking into account the value of the improvements);

- The landlord or a family member (i.e., landlord's spouse, domestic partner, child, parent, or grandparent) of the landlord assumes occupancy of the premises; provided, that, the landlord is subject to certain notice requirements;
- The residential premises constitute time-limited housing (i.e., housing provided by a public housing authority or an organization exempt from federal taxation), subject to certain time and notice restrictions; or
- The landlord withdraws from the rental market for the purpose of selling the residential premises, subject to certain time and notice restrictions.

In the event a landlord proceeds with a no-fault eviction as outlined above, the proposed bill would require the landlord to provide relocation assistance to a tenant consisting of 2 months' rent plus the amount of one additional month of rent if any of the following individual's resides in the residential premises:

- An individual who is less than 18 years of age or at least 60 years of age;
- A low-income individual (an individual whose total income is no greater than 80% of the Area Median Income, see C.R.S. § 24-32-721); or
- An individual with a disability (as defined in the ADA 42 U.S.C. 12102(1)).

Finally, House Bill 23-1171 proposes revisions to C.R.S. 13-40-107 (Notice to Quit) such that tenants will have the right to terminate a tenancy by prior written notice to a landlord based on the length of the tenancy (i.e. 91 days' notice is required for a tenancy of one year or longer, 21 days' notice is required for a tenancy less than a year, but six months or longer, etc.).

The provisions of the proposed bill would not be subject to contractual waiver by the Tenant in a lease agreement. If a landlord proceeds with a residential eviction in contravention of any portion of the proposed law, the tenant could seek relief provided under C.R.S. 38-12-510, which includes the ability for the tenant to obtain affirmative injunctive relief, damages, and recovery of costs and reasonable attorneys' fees. In addition, any such violation by a landlord would provide a tenant with an affirmative defense to eviction proceedings.

Current Status

To date, the Colorado House of Representatives has undertaken three readings of the bill to be followed possibly by final passage, after which the bill will be introduced to

and undergo the same scrutiny by the Colorado Senate. If passed by the Senate, the bill will be sent to Governor Polis' office for enactment.

Conclusion

Passage of HB 23-1171 could have substantial impacts on the ability of Colorado residential landlords to evict problem tenants by (i) limiting the grounds for instituting evictions; (ii) controlling rental rates; and (iii) imposing further periods of notice, occupancy rights, timing, and monetary obligations.

Otten Johnson attorneys in our [Real Estate](#), [Real Estate Finance](#), [Business Transactions and Capital Markets](#), and [Litigation](#) practice groups have substantial experience with development and governmental agreements. For more information on this Otten Johnson Alert or for help evaluating your current situation, contact any of the attorneys in the Real Estate or Land Use practice groups. For a listing, [click here](#).

More Great Reads

Rocky Mountain Real Estate Blog

The latest real estate and land use news and updates.

[Read More](#)

Rocky Mountain Sign Law Blog

Regulatory, best practices, and other First Amendment news.

[Read More](#)

Our lawyers are pleased to present timely, topical issue alerts on the latest legal developments, trends and other subjects of interest to our clients and colleagues. Otten Johnson publishes Otten Johnson Alerts on a monthly basis. If you do not wish to receive future Otten Johnson Alerts, you may unsubscribe by clicking the "opt out" link below. This Otten Johnson Alert has been prepared for informational purposes only and does not constitute legal advice or the opinion of Otten Johnson. Receipt of this summary does not create an attorney-client relationship between you and Otten Johnson. You should not act or rely on any information in this article without seeking the advice of an attorney. Otten Johnson provides legal advice only after being engaged to do so by a client with respect to particular facts and circumstances.

[Read our full disclaimer](#)