

# Landlord-Tenant Handbook

August 2010



## Providing answers to your most common landlord/tenant questions

This handbook should never be used as a substitute for legal advice



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where renewal is a way of life



# Welcome to the Rental World!

Whether you're a first-time landlord or tenant, or a veteran investor or renter, the extent to which you are involved in your rental relationship is up to you. Sometimes, in a rush to get a rental unit occupied, parties overlook the importance of understanding their legal obligations to one another, and to the community at large. It is recommended that landlords and tenants start off on the right foot by learning and complying with the various local ordinances and state statutes pertaining to rental property in Fort Collins, Colorado. By knowing what protections and restrictions are in place, potential conflicts and misunderstandings will be minimized. Landlords and tenants will be better able to work together to ensure a successful tenancy.

This handbook was prepared and printed by the City of Fort Collins Community Mediation Program, housed within the Community Development & Neighborhood Services Department (CDNS). Intended to be a summary of state statutes and local ordinances pertinent to landlord-tenant law, relations, and related resources, this handbook highlights some areas of landlord-tenant law but is not an exhaustive survey of such. This guide can be used to inform Fort Collins landlords and tenants about many of the rights and responsibilities each have in a legally binding contract.

Information contained in this handbook does not constitute legal advice and is current as of August 2010. There is no assurance that the laws cited herein have not changed or been amended by subsequent court decisions or other legislation.



This guide should never be used as a substitute for individualized counseling or legal advice from an attorney or other qualified professionals.





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## Resources for Landlord/Tenant Matters

### **Larimer County Bar Association Pro Bono Legal Clinic**

4th Floor, Larimer County Justice Center 201 Laporte Ave. Fort Collins, CO  
Wednesdays: 12:30 pm, first 8 clients can be served; income restrictions.

### **Law Line 9 (9News/KNBC Service):** (303) 698-0999

Each Wednesday of the month, 4:00 p.m.– 6:30 p.m.

### **Neighbor to Neighbor**

1550 Blue Spruce Drive · Fort Collins CO · (970) 484-7498

[www.n2n.org](http://www.n2n.org) Emergency rent assistance, damage deposit guarantee program, and transitional housing program ([see page 60](#)).

### **Colorado Legal Services**

211 W. Magnolia Street · Fort Collins CO · (970) 493-2891 Income guidelines.

[www.coloradolegalservices.org](http://www.coloradolegalservices.org)

### **Colorado State University Student Legal Services *Fulltime CSU students only***

Lory Student Center · (970) 491-1482 <http://sls.colostate.edu/>

### **City of Fort Collins Community Mediation Program**

281 N. College Avenue, 2<sup>nd</sup> floor · (970) 224-6046

[www.fcgov.com/mediation](http://www.fcgov.com/mediation) Provides free, voluntary landlord-tenant dispute resolution services for Fort Collins residents. ([page 81](#)).

### **Fort Collins Housing Authority**

1715 W. Mountain Avenue · (970) 416-2910

<http://fchousing.com> Manages affordable housing for low-income clients ([page 62](#)).

### **Eviction Legal Forms**

[www.courts.state.co.us/Forms/Forms\\_List.cfm/Form\\_Type\\_ID/28](http://www.courts.state.co.us/Forms/Forms_List.cfm/Form_Type_ID/28)

### **Small Claims Court Handbook**

[www.courts.state.co.us/exec/pubed/brochures/smallclaimsweb.pdf](http://www.courts.state.co.us/exec/pubed/brochures/smallclaimsweb.pdf)

### **Colorado Renter's Guide 2010-11** Colorado Dept of Local Affairs

[www.dola.state.co.us/cdh/commondocs/Renter\\_booklet\\_2009.pdf](http://www.dola.state.co.us/cdh/commondocs/Renter_booklet_2009.pdf)

Book: **Landlord & Tenant Guide to Colorado Evictions**, by Victor Grimm, Esq.  
Bradford Publishing Company, 2002



# For Tenants: Securing a Good Rental Situation

There are many things to consider when looking for a rental property in Fort Collins. People tend to focus on the basics, such as the unit size and amenities, and do not always take into account some of the less obvious (but equally important) aspects of tenancy. So be careful: just because you love the place at first glance, you should consider some other things as you determine whether or not a rental unit is right for you. Such as:

## Location



1. Is the rental unit close to your needs (i.e. shopping, school, bike path)?
2. Does the neighborhood suit your lifestyle? You may want to visit with nearby neighbors to assess whether or not you'll "fit in" the neighborhood. If you are a student, it may be helpful to ask friends for suggestions about student-friendly neighborhoods.
3. Has the unit you're looking at been involved in unlawful or other nuisance activities in the past few years? Because the City's Public Nuisance Ordinance ([page 50](#)) follows the property, it is possible that the home you're looking at is at risk for being declared a Public Nuisance. Call (970)221-6676 to find out how many past violations are registered to a particular property.
4. Are you able to do a walk-through of the unit before signing a lease? If you are renting a unit sight-unseen (such as over the internet), you run the risk of not getting what you bargained for. Whenever possible, do a thorough inspection of the premises prior to signing the rental contract, or, if you are out of the area, ask a trusted associate to do the walk-through in your place. Keep written records of damages. Also be mindful of doing your walk-through on a "model unit." The apartment you see may not be like the one you actually rent! Whenever possible, ask to see the unit you will be living in.

## Landlord's Reputation



1. How did you learn about this landlord or property management company? Try to get referrals from people you know and trust, and pay attention to the negative comments as well. There are now many landlord-ratings website available to research the experiences of former tenants.
2. Decide what kind of landlord will work best with your situation. For example, if you are someone who prefers having regular contact with your landlord, you may be better off with a local landlord or property manager. If you need someone who'll work with poor credit, you may have more luck with a small business owner, not a larger company. If you value privacy above all else, you probably wouldn't be happy living in one half of a landlord's duplex.



3. Has the landlord made a good first impression? Pay attention to your instinct here... If the landlord is late for your appointment to view the unit, doesn't have keys, and/or if the lease is shoddy and pieced together, it may imply that the landlord is not as organized as you prefer. You too should attempt to make a good first impression with a prospective landlord. Be on time and have a list of questions and references prepared.
4. Does the landlord own any other rental property? If so, it may be helpful to peruse some of the landlord's other properties, to get an idea of the landlord's attention to detail and level of business experience.
5. Does the landlord belong to any professional organizations? Some landlords are involved with regional property management associations. These affiliations may indicate the landlord is versed in current rental-related legislation, peer mentoring and support, and best practices. You can ask the landlord about professional affiliations s/he may belong to.
6. Did the landlord discuss and provide you with an **Occupancy Disclosure form**? The City of Fort Collins requires all tenants be informed about the restrictions on the number of inhabitants allowed in rental units. It is the responsibility of the property owner/manager to provide tenants with this information at lease signing (**page 115**). If a landlord *cannot* provide a provable, dated copy of this signed disclosure, there can be fines assessed.
7. Fort Collins Municipal Code includes an ordinance for chronic problem properties, intended to hold property owners accountable for the use of their (rental) properties. Three or more separate City Code violations at the same property within 12 months or 5 or more violations within 24 months can constitute a public nuisance. It is important to note that the Public Nuisance Ordinance ("PNO") *applies to the property, not the resident*, so it is possible you may be moving into a rental unit that has already racked up a number of nuisance violations. Consequences for PNO violations can be applied to *both* landlord and tenant if the problems persist. If you are concerned that you may be inheriting a previous tenant's unlawful activity, call 224-6046 to check the status for nuisance violations. If you have specific questions regarding the PNO, visit: <http://fcgov.com/cityattorney/pub-key-points.php>.

## Maintenance and Appearance of Property



1. What condition is the property in, both inside and out? Tenants should carefully inspect a rental property prior to agreeing to anything in writing. If the place looks shabby, it may indicate that property maintenance is not on the landlord's top list of priorities. When a Tenant moves in it is important to document all damages, ideally with photos and a completed Check-in sheet (**sample, page 110**), as to avoid being unfairly charged at the end of the lease contract.
2. Is the unit safe? Check to see that all doors and windows lock (required by City rental housing standards, (**page 29**), and that there is safe lighting and well-trimmed vegetation around the property. Is the yard securely fenced? Are there large enough windows in the basement to get out in case of emergency? Fort Collins has a list of rental housing standards that are

enforced by the City Building Services Dept. If you have concerns about the unit's safety, you may want to request a building inspection. (see [page 29](#) for building safety, [page 87](#) for crime prevention tips).



3. Determine who is responsible for which types of property maintenance. Unless it is a health or safety matter covered in the Fort Collins Building Code landlords are not generally responsible for minor repairs unless specifically noted in the lease. Decide how tenants will inform the landlord about needed repairs, and incorporate any agreements into the written lease. **Tenants cannot make repairs and then deduct their expenses from the monthly rent**, unless this is agreed upon (and documented) in advance by either parties (or risk being evicted for non-payment of rent!). Colorado law states that repairs are the duty of tenants unless otherwise taken on by the landlord in the lease. This is a common area of conflict between landlord and tenants. Larger-scale repairs should and may be the responsibility of the landlord, unless those repairs are necessary due to a tenant's negligence, whereby the landlord can then charge tenant for costs incurred.
4. If an odor or presence of **mold** is detected, the source of the mold should be identified and treated (by either party) as soon as possible. It is important to note that mold is everywhere and is usually non-toxic unless left to grow out of control. Mold needs three things to live: water, air and a host (such as bathroom flooring). The Fort Collins Rental Housing codes do not cover most instances of mold. See the Colorado Dept of Public Health & Environment website for suggestions about how to remediate (treat): [www.rmrpehsu.org/Portals/24/docs/Mold%20Info%20Sheet\\_PEH%20Site.pdf](http://www.rmrpehsu.org/Portals/24/docs/Mold%20Info%20Sheet_PEH%20Site.pdf), and/or **Appendix B, page 139**.

## Common Lease Issues



1. Understand what a lease is, and look it over very carefully before signing it. A lease is a legally binding contract between a landlord and a tenant, granting the tenant possession and use of the landlord's property for a given period and setting forth the rights and responsibilities of each party. For example: the amount of rent and when it is due, the length of possession of the property, and other rules which govern the tenancy such as whether or not pets are allowed and how repairs for the property will be addressed. Some terms and conditions of a lease may be negotiable. If changes are made to the lease prior to signing, parties should initial the change on the original lease document, or add a signed addendum.
2. In Colorado there is **no "grace period" to back out of a lease once it has been signed**.
3. Know the **different types of leases** available, and make sure it fits your needs. For example, if you know you'll be leaving at the end of the academic semester, it's probably not a good idea to sign a 12-month lease.
4. **Oral Leases** - It is recommended that any lease agreement between landlord and tenant be made in writing, to help avoid possible misunderstandings in the future. If there is no written lease, it is typically assumed that the tenancy is a month-to-month arrangement.



5. **Term Leases** - The landlord is obligated to rent the unit to the tenant for a specific length of time, for a set amount of rent and under the conditions negotiated in the lease. The tenant is likewise obligated to pay the rent and fulfill the lease conditions for the same period of time. Be sure you understand what requirements are needed for notification to vacate the unit, even if the lease ends on a specific date (i.e. 60 days written notice submitted by either/both parties prior to the end of the lease term).
6. **Month-to-Month Leases** - This is an agreement to contract for one month at a time. The landlord can raise the rent, alter or terminate the agreement at the end of each month once proper notice has been given. The tenant, likewise, can terminate the contract at the end of the rental period if proper notice is given. The length of the notice period can be negotiated, but cannot be less than the amount specified by statute. In the absence of a negotiated agreement, proper notice is written notice, **no less than 10 days before the end of the month** (oftentimes by the 20<sup>th</sup> of the month). It can be very difficult to move out in just 10 days, so know what you're getting into if you are in a month-to-month lease.
7. Is the lease **professional-looking**? If the lease looks like it has been pieced together from other leases, and/or if the lease is scribbled on and disorganized, you should review it with the landlord and get any questions or concerns addressed immediately. Some landlords use standard lease forms, available at office supply stores. Include any additions to the lease in specific terms, and both parties will need to initial all changes. Tenants are advised to have their lease reviewed by an attorney if they have specific questions or concerns not remedied by conversations with the landlord. The Colorado Model Lease, which is intended to be used as a basic template to craft a specific lease, can be found on **page 123**.
8. Did the landlord include and sign an **Occupancy Disclosure Form** (**page 115**) with the lease materials? The City of Fort Collins requires all tenants be informed about the restrictions on the number of inhabitants allowed in rental units. For their own legal protection, it is advised that **all tenants sign the lease and disclosure form**. Leaving someone off the lease, in an attempt to get around the City's occupancy restrictions, could cause serious trouble for the legitimate lessees; this is considered fraud and could result in fines and/or require the extra tenants to move out in 7 days). As of May 14, 2010 all Occupancy Disclosure forms must be accurately and formally dated and documented (**page 41**).
9. Tenants should immediately be provided with a **signed copy of the lease contract**, as well as other paperwork such as the check-in sheet and occupancy disclosure form. **If you are confused or not in agreement** with certain terms of your lease, Colorado State University Student Legal Services offers a "fix your lease" kit: <http://sls.colostate.edu/default.cfm?menu=home&lvl1=1>.



# Common Rental Problem Areas



## Discrimination Protection

Local, state and federal statutes combine to prohibit discrimination on the basis of race, color, religion, national origin, sex or family status. Fort Collins Municipal Code Sections 13-16 et. seq. define unlawful discriminatory housing practices. If you feel you have been discriminated against, contact the Colorado Division of Human Rights, [www.dora.state.co.us/civil-rights](http://www.dora.state.co.us/civil-rights) (800-262-4845).

## Early Lease Termination

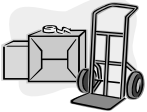
Life sometimes requires people to have to relocate or change their living arrangements. Although most leases are for a specified length of time, landlords may be willing to work with tenants who have to terminate their leases early. If there is no mention of early lease termination in the lease, parties should consider adding a clause to address it before signing, in the event the terms of the lease cannot be carried out. See [pages 13-19](#) for more information about voluntary and involuntary lease termination.

## Foreclosure

In these current, challenging economic times, there are more homes going into foreclosure than ever before. When a landlord has stopped paying on a mortgage, the mortgage holder will begin foreclosure by filing with the Larimer County Public Trustee's office. The Public Trustee must schedule an auction of the property within 110 to 125 days. If the house is a rental, tenants should receive a mailing from the Public Trustee with notice of the auction date. The property will change ownership on the auction date. Until then, **your landlord still owns the property and you still owe rent to the landlord.** Occasionally, the court will have created a new entity called a "receivership" to receive rents until the auction date. If anyone besides your landlord demands rent from you, ask for proof of authority. Tenant should not pay anyone but the landlord unless there is a court order.

Tenants should plan on being out of the property by the date of the auction. **The new owner does not have to keep you as a tenant.** On the other hand, the new owner cannot turn you out onto the street without a court eviction order. That will take the new owner two to three weeks to obtain. That's not recommended, however, because the eviction may show up on a tenant's court record and credit report.

Some have heard about "lucky" tenants who got to live rent free because of foreclosure. If a landlord tells his/her tenants that they can stay rent free until the foreclosure sale forces them out, tenants must be aware that this option comes with a substantial risk – in those cases there will be no one to turn to if the furnace goes out or crucial repairs become needed. As long as tenants reside there, whether they are paying rent or not, they are still liable for damages done to the premise. If the tenants trash the house, they could be criminally charged for damaging the property as well.





## Insurance

Rarely will a landlord be responsible for injury to a tenant or losses to a tenant's belongings; leases usually disclaim landlord liability and Colorado law imposes liability only in narrow circumstances (such as when an injury happens in a common area and the landlord failed to reasonably protect against a danger actually known). It is, therefore, highly suggested that tenants purchase renter's insurance (and it is cheap!). Many leases require proof of current renter's insurance; failure to obtain or maintain insurance could be viewed as a lease violation and subject to enforcement, including eviction.



## Neighborhood Problems

Some leases include clauses about tenants' responsibilities to follow local and state ordinances regarding nuisance activity. Some leases mention specific fines and/or consequences for tenants' unlawful behavior. Others require tenants to sign a list of house rules or expectations related to various laws and ordinances (see [page 73](#) for an example of House Rules). It is recommended that new residents try to meet their neighbors early on in the tenancy, as a means to establish a friendly and cooperative relationship should future problems arise.

Prior to lease signing, potential tenants should ask about and be aware of the look, feel and make-up of the neighborhood in which they'll be living. If the neighborhood seems quiet and manicured, that may not be an ideal situation for college students to take up residency there. If the neighborhood seems loud or unkempt, perhaps a tenant with young children may not feel as comfortable there. The basic idea is to match a tenant's needs with the norms of the neighborhood, to ensure peaceful success for those renters.



## Pets

Most leases specify whether or not pets are allowed on the premises. Some landlords, for insurance/liability reasons, prohibit certain breeds of dogs on their properties (i.e. pit bulls, chows, rottweilers). This is usually *not* negotiable, as the landlord could assume liability in the event the dog was to injure someone.

## Pets vs. Service Animals for tenants with disabilities

Some leases require special pet deposits (or pet "rent"). The lease should specify whether or not these monies are refundable. For animals considered to be "service" or "companion" animals, applied to **renters with documented disabilities or special needs, the landlord cannot charge a pet deposit** (because the animal is not considered a pet). In these situations, the landlord is obligated to allow the animal to be on the premises. However, the landlord *can* hold the tenant liable for any damaged caused by the animal (usually deducted from the security deposit). The Colorado Civil Rights Division can answer specific answers to questions involving service animals: [www.dora.state.co.us/civil-rights](http://www.dora.state.co.us/civil-rights).



## Privacy

Colorado law entitles a tenant to possession of the premises to the exclusion of the landlord, unless another procedure for landlord entry into the premises is stated in the lease. Most leases do grant landlords entry, for specific reasons such as safety and emergency issues. **There is no mandatory notification timeframe in the statutes.** What this means is that a landlord *can* enter a rental unit, so long as it does not cause the tenant to lose the ability to peacefully enjoy his or her home. This is oftentimes a subjective and sensitive issue. A discussion about proper notice should occur prior to lease signing. If a dispute occurs due to a landlord's unwelcome entry, parties can try to resolve it through City mediation ([page 81](#)).





### **Roommates**

Most leases bind roommates to “joint and several liability.” If one roommate moves out, regardless of the reason, the remaining roommates are still legally responsible for that person’s share of the rent and any damages. If a roommate bails out on the lease without establishing a formal agreement with the other tenants and the landlord, the remaining tenants can seek legal, monetary damages from the person who broke the lease (typically via Small Claims Court and/or mediation). Division of security deposits in roommate situations should be set forth in the lease agreement, and/or in a signed roommate agreement (see **page 121**). Tenants can try to negotiate for a separate lease that does not carry the risks of joint liability, and depending on market forces, some landlords may agree to this. Some landlords prefer to have each tenant sign a separate lease, but the City’s Occupancy (“3 unrelated”) law still applies to the household (**page 41**).



### **Selling/Showing the Unit**

There are times when real estate changes ownership within the term of an existing lease. Ideally there will be language in the lease about what will happen should the unit be listed for sale, shown to prospective buyers (or tenants), and/or sold to another party. Generally, a new owner inherits and honors the current lease unless another agreement is reached between the landlord and tenant. Conditions for showing the unit can be addressed through mediation, such as the tenant being home during the showing, or agreeing to keep the place neat and tidy so that it is more attractive to prospective renters/buyers.



### **Smoking**

Approximately 86% of Larimer County residents do not smoke tobacco products. Fort Collins has been “smoke free” in public places since October 2003; however, the ban does not pertain to private homes. The Colorado Clean Indoor Air Act prohibits smoking in restrooms, lobbies, hallways and other common areas in apartment buildings. Many rental units prohibit smoking inside and/or outside the premises, as the odor can linger in the carpet and window coverings, pose a health problem for neighbors and/or other occupants, and can be a liability in the event of fire and/or damage to the property. This issue should be clearly addressed in the lease. If a landlord wants to provide smoke-free housing, there are online resources available through the Tobacco-free Larimer County website: [www.tobaccofreelarimer.org](http://www.tobaccofreelarimer.org).

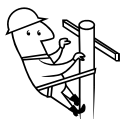


Smokers are *not* a protected legal class, and there is no “right to smoke” under the law. In federally subsidized housing, a landlord cannot refuse to rent a unit to a smoker, but the landlord *can* prohibit smoking in the apartment. Lease-specific restrictions can also apply to other forms of smoking, such as marijuana, even if the renter has a valid license to use it. The use of marijuana is still a violation of federal law and can be addressed in the lease that way (see Colorado Model lease **pages 123-127**). For information about the legal use and/or cultivation of marijuana, visit [www.cdph.state.co.us/hs/medicalmarijuana](http://www.cdph.state.co.us/hs/medicalmarijuana) or, more locally, [www.fcgov.com/mmd](http://www.fcgov.com/mmd).



### **Subleases**

Subletting is when a tenant rents his/her rights and responsibilities in the lease to another party. Most leases indicate whether or not subletting is permitted, and under what circumstances. Subletting a rental to a replacement tenant may not absolve the original tenant for damages/liabilities caused by the sub-letter, so this arrangement should be carefully discussed and documented up front.



## Utilities

It should be specified in the lease which party is responsible for which utilities. If the tenant is responsible for utilities, the tenant should put the utilities in his/her name to avoid billing confusion. Electric/water, gas, cable and trash services are provided and billed separately within Fort Collins city limits. Rental housing codes ([page 29](#)) specify what minimum standards landlords must provide for their tenants (such as properly functioning plumbing, heating and electricity).

## Vermin/insect infestations

The infestation of rodents and/or insects in one's home can disturb even the most animal/bug-friendly renter! The City of Fort Collins has minimal code language pertaining to pest infestations and Larimer County likewise has little on their books to address this issue. If there is an obvious place of entry for the pests, the City can order the landlord to repair it. Window screens are required in rental homes. If wild animals are invading the home somehow, the Larimer Humane Society has information about how to address the problem.



In recent years **bedbugs** have become a problem across the nation. According to the Colorado Department of Public Health & the Environment, the best way to prevent and/or eradicate bedbugs is an integrated program of **inspection**, **chemical** and **non-chemical** measures, followed by ongoing, close **monitoring**. ([www.cdphe.state.co.us/dc/zoonosis/bedbug.pdf](http://www.cdphe.state.co.us/dc/zoonosis/bedbug.pdf)). It is nearly impossible to know how bedbugs invade a home, as they are transmitted through things like clothing, travel, furniture, personal contact and/or neighboring properties. Bedbugs travel up to 50 feet looking for meals and will travel through apartment and other buildings, infesting one after another. Therefore, it may be in the best interests of both landlord and tenant to have rental units properly and regularly treated, to prevent outbreaks and keep tenants in happy, habitable conditions.



It is not uncommon for a tenant to complain about insects, whether that be spiders, bees, mosquitoes or bedbugs. The lease should specify how this issue will be addressed. Language about general housekeeping may be applicable, but in cases of bedbugs even the cleanest home can be invaded, and quickly. If left untreated by the landlord, there is always a possibility of unwanted media attention and possibly even lawsuits. The **Colorado Warranty of Habitability Law (APPENDIX A, page 133)**, mentions insect and vermin infestations as one possible way for tenants to proceed with "constructive eviction" (ending the lease) if the matter continues to not be addressed by the landlord. Landlords may want to contract with a local pest control company as a means to prevent and/or treat infestations as soon as they are recognized. Preventive action through work with the pest control company, attorneys, maintenance staff and residents can save considerable headaches when allegations of bedbug attacks occur. It is suggested that property management staff have a working knowledge of bedbugs, as well as a defined protocol for eradicating them as soon as possible. Landlords may want to have their leases reviewed by a legal professional to determine responsibility, if any, for insect bites and infestations. Landlords may also want to review insurance contracts to determine whether claims for insect bites, including bedbug bites, are covered. Are property claims for disposal of personal property covered? Does the insurance policy provide payment of medical claims in the unexpected situation that someone alleges bodily injury from a bedbug (or other) bite?



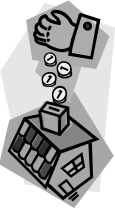
# For Landlords: Protecting Yourself from Common Pitfalls



Landlords and real estate investors know that the property management business can be rife with confusion, complications and conflict. Being a landlord does not obligate someone to become a social worker, parent, counselor, or friend to their tenants. Sometimes relationships between landlords and tenants can feel too close or too distant. Whichever way you choose to interact with your tenants, it is suggested that you consider these suggestions to help you avoid problems in the future.

- 1. Educate yourself.** Owning rental property can be a challenging business! Take a course, read a book, and/or talk with others in the field, including legal professionals, who can give you a real picture of the business and can offer advice and suggestions. The City of Fort Collins provides low-cost landlord trainings about twice a year; call 970-224-6070 for information or check out the Neighborhood Services website: [www.fcgov.com/neighborhoodservices](http://www.fcgov.com/neighborhoodservices).
- 2. Check out a unit and/or neighborhood before you purchase rental property.** Be an informed consumer and empowered businessperson! Be sure the unit has a certificate of occupancy (CO) as a legally-zoned rental, and that your unit is in compliance with local laws, such as occupancy limits and building codes. Ask neighbors for their input as well. Neighbors may have concerns about having a rental house on the block, so approach them with an open mind and willingness to listen to their worries and frustrations. Forming a connection with neighbors now could help you avoid problems in the future. Provide contact information in case a situation arises with your rental.
- 3. Have a strong, specific lease.** A legal review of the lease now will likely save you money later! See **pages 123-127** for the Colorado Model Residential lease; you can pick and choose which terms and conditions make the most sense for your situation. It is advised that you make sure whatever lease you go with be in accordance with Colorado state laws. Whenever possible do not scribble on or handwrite leases; they can be difficult to decipher and enforce if the language is not clearly and legally stated.
- 4. Conduct background checks on all prospective tenants.** Knowing a little bit about the people who'll be living in your investment property can help you decide if they will be a "good fit" for your rental. Landlords can charge tenants a non-refundable application fee to conduct credit and criminal background inquiries. It is recommended that you check references on all prospective tenants. You can certainly choose to be open-minded too. Someone who has poor credit or other questionable history may have a legitimate reason and may deserve an opportunity to explain their past circumstances. You can always include a "what if" clause in your lease and/or offer the tenant a probationary period in which you can assess whether or not the renter can be trusted and will be a good fit for your property.





5. **Obtain the security deposit in full, if possible, and/or set up a written payment plan to collect the amount.** Landlords should deposit the tenant's security deposit check immediately into an escrow account. Those monies should remain untouched until the end of the lease term; security deposits are not intended to cover other private expenses of the landlord. It is the landlord's responsibility to charge tenants only for damages that fall beyond 'normal wear and tear' (see [page 26](#)). It is not advised to allow tenants to apply deposit monies toward rent or other bills, unless this is agreed upon by both landlord and tenant (in writing, preferably). **Do walk-throughs with tenants at the beginning and end of the lease.** Document all damages. It is suggested that you use a check-in/out form, signed by both parties (see [page 110](#)). Photographs prior to move-in and another set just after move-out are highly recommended, for both landlord and tenant. Witnesses may also prove handy, particularly if they are considered "neutral" (like a neighbor).



6. In order to **confidently take a rental off the market**, landlords can require a "**holding deposit**" by which a prospective tenant shows sincere interest in renting the property. It is highly encouraged that all terms and conditions of this arrangement be made in writing, with both parties' signatures. Terms might include whether or not these monies are refundable if the tenant opts not to sign the lease, how long the rental will be taken off the market before a tenant makes his/her decision, how much will be deducted per day that the rental is off the market, and what, if any, advertising costs can be deducted if the prospective tenant walks away.

7. **Determine which party is responsible for utility hook-ups and billing.** Put this into the lease and notify utility billing with a local contact for you, the owner. City building code requires working electrical, plumbing, heating and cooking abilities. If a tenant defaults on a City utility bill (water and electricity), and there is a shut-off of service due to non-payment, it's possible that the City may initiate a lien against the property until that bill is paid. If this happens a landlord may choose to deduct those bills from the security deposit see [page 25](#)).



8. **Decide who is responsible for the care and repair of the rental property, both inside and out.** Include these responsibilities in the lease contract. Establish a system for the tenant to notify you of a needed repair, and be sure to follow through on your end of the bargain in a timely manner. Know which kinds of repairs can be done by the owner, and which cannot. Many home repairs require the work of a licensed contractor and *cannot* be done by the property owner under any circumstances. See the section on Rental Habitability Standards for more information, [pages 29-33](#). If possible, **provide tenants with a lawnmower and snow shovel.** Fort Collins Municipal Code requires weeds and grasses to be cut below 6 inches, and all snow and ice be removed from adjacent sidewalks within 24 hours after snow has stopped falling. If the house is cited for either of these violations, a substantial cost will be assessed to the property owner if the City abates the problem.



9. **Familiarize yourself and your tenants with City and State laws.** The City's Neighborhood Services Division provides free informational resources on a variety of local ordinances, informing citizens about their rights and responsibilities. See [www.fcgov.com/neighborhoodservices](http://www.fcgov.com/neighborhoodservices) for information on nuisance codes. Repeat, non-complying nuisance violations may result in the City declaring your rental unit a public nuisance (**page 50**). Stay in contact with your tenants and monitor the upkeep of the property. Make sure tenants are informed about their (and your) legal obligations.

10. **Do regular inspections of the property.** If you cannot personally drive by or inspect the premises on a regular basis, enlist a trusted friend or family member to keep an eye on your rental unit. Be sure to let the tenants know you will be monitoring the property, inside and out. It is a good idea to put this in the lease so that a tenant cannot later claim that the landlord is imposing on the tenant's privacy. It is NOT recommended that a landlord enter the property without prior notice.

11. **Consider implementing House Rules.** Usually part of a lease addendum, these provisions clearly define appropriate behavior for tenants (and also related consequences). See Sample House Rules, **pages 73-76**.

12. **Have firm boundaries.** If you are going to make special accommodations for a tenant, such as letting them "work off" their late rent or allowing someone to get a dog when the lease prohibits pets, be aware that it can be a slippery slope into blurred boundaries between parties. Any special arrangements should be documented in writing, and signed by both parties. Just because you want to be a "cool" landlord doesn't mean you should overlook common business sense. Owning and managing rental property is a business and should be treated as such.



13. **Develop an alliance with other area landlords/investors.** You may be interested in joining area property management associations, who share resources such as market analyses, legal counsel, best practices, and model leases. Learn from others what to do, and what not to do, managing rental property in Fort Collins.

14. **Provide tenants with a copy of the signed lease contract, Occupancy Disclosure Form (page 115)** and any other paperwork, such as the check-in sheet immediately. Keep accurate and updated records, photographs, and any communication/ correspondence with your tenants. You may need it later.



# Terminating the Lease



Leases can be ended in a number of ways. As early as a lease signing, it is important to decide how the lease will be terminated in the future. This language should be clearly stated in the written lease. Tenants cannot simply “move out” at any time, or even when the lease expires, unless that is stated explicitly in the contract. There are usually timelines established regarding lease termination on the part of both landlord and tenant.

## Voluntary Termination at the end of the lease

In Colorado a landlord is under no legal obligation to renew a lease once the term has expired. If there is no clause requiring notice of termination, the tenant is responsible for leaving on the date the lease ends. A common practice is for a written lease to require 30-60 days written notice before terminating the lease. The failure of either party to provide proper written notice may result in both parties being obligated to another tenancy term (usually one month at a time). See C.R.S. Section 13-40-107 for specific information about the legal requirements.

Early termination of a lease can occur at any time if the landlord and tenant mutually agree to – and formally document - it. Some leases state that without prior notice to quit, a lease will continue for another term with the same original conditions.

## Voluntary lease termination

### Termination of the lease for a definite term

(example: one year lease) If a lease establishes a date of termination and if there is no mention of the tenant’s obligation to give notice of termination, the lease will expire on the date set forth in the contract and the tenant is obligated to leave the premises on that date. **The landlord is not required to automatically renew the lease with the tenant.**

### Termination of a month-to-month lease

A month-to-month lease is a rental agreement for a one-month period that is renewed automatically each month until properly terminated by either party. To terminate this sort of lease, state law requires written notice of intent to terminate which must be given at least ten days before the last day of the rental month, or eleven days prior to the next rental payment date. To terminate a month-to-month agreement, the landlord and/or tenant must provide written notice of intent to terminate by mailing or hand-delivering a copy to the other party. A written lease may specify a longer period of time for notice to terminate. It is common for written leases to require a thirty-day notice. The failure of either party to provide proper written notice can obligate both parties to another month’s tenancy (C.R.S. 13-40-107).



## What happens if a Tenant wants to get out of a lease early?

There are a lot of reasons to want to get out early, such as roommate conflict, changing or loss of a job, running out of money, or a landlord who won't make repairs.



Of those reasons, the only one that might legally excuse you from the lease is the failure to repair, but only when that failure makes your home "uninhabitable" or so interferes with your ability to use the premises that you no longer have the ability to "quietly enjoy the premises." This is not an easy thing to establish, but there is a Colorado statute called the Warranty of Habitability ([page 133](#)) both legal standards not easily met in the usual circumstances. The good news is you can break a lease even when you don't have a legal basis. The bad news is it will cost you.

Under the law, a tenant is responsible for rent until a replacement tenant takes over. If the replacement stops paying during the former tenant's lease term, that first tenant may become liable again. The tenant is oftentimes required to pay for the landlord's costs to install the replacement, such as advertising costs. Also, the tenant will likely have to pay any rent differential if the landlord had to reduce the rent to entice a new tenant. Finally, the tenant may be liable for additional "lease change fees" written into the lease.

Sometimes, breaking a lease is unavoidable. Fortunately, the law imposes a duty on the landlord to mitigate (lessen) its losses by renting to someone else. The tenant should try to first discuss the situation with the landlord, and give written notice so that this duty to mitigate gets triggered as early as possible. Tenants can help the situation by seeking a replacement on their own (keep records). Note that the landlord would have to approve a new tenant.

## Rent Liability for Early Move-out

If a tenant moves out prior to the end of the lease, s/he is still responsible for payment of rent until the premises are re-rented or the lease has expired. The tenant may also be liable for the landlord's reasonable costs of re-renting. Lease contracts often specify who is responsible for re-renting the premises. **Landlords must make reasonable efforts to re-rent the premises when a tenant moves out early.** Without an agreement (in writing preferably) between the parties, a landlord can sue a tenant for eviction if a tenant moves out before the end of the lease term, due to the fact the tenant broke the lease. The lease binds the tenant to a set amount of time and a set amount of rent.





## How can a landlord collect rent after a tenant has vacated *without* permission?

The law imposes a duty on the landlord to mitigate or lessen losses when a tenant vacates early, regardless of the reason. The landlord cannot simply do nothing and expect to collect rent until the end of the lease period, unless that is a short amount of time. Landlords oftentimes file lawsuits in Small Claims Court to collect the debt from improperly vacated tenants. Landlords can opt to turn the matter over to a collection agency, although these companies do charge for their services (thereby reducing the amount the landlord may ultimately collect). In these situations the collection agency will seek a legal judgment against the tenants rather than the landlord doing it him or herself. Collection agencies are designed to pursue all legal remedies to collect a debt once a judgment has been entered, including tax liens and wage garnishment. To avoid this sort of situation the tenant may want to work with the landlord ahead of time, prior to move-out, to come up with some sort of binding agreement that details what monies are owed and when they will be paid. City of Fort Collins mediation services is an option for people experiencing this sort of problem (for Fort Collins residents only).

## What is a “constructive eviction?”

Constructive eviction occurs when residential rental property is an uninhabitable condition (as defined by the Colorado Warranty of Habitability Statute, CRS 38-12-503). The uninhabitable condition makes the property unsuitable to live in. When residential real property is uninhabitable, it creates a condition under which the tenant has been "constructively evicted"; the facts and circumstances are such that the tenant is unable to have full use and possession of the rental property and thus, in reality, has been "evicted." In every rental agreement the landlord is deemed to warrant that the residential premise is fit for human habitation.

To claim constructive eviction, thereby relieving the tenant from the obligation to pay rent to the landlord, the tenant must serve the landlord with written notice of the constructive eviction and provide the landlord with a reasonable amount of time to cure the defects. If the landlord does not correct the defects within a reasonable amount of time, the tenant may then be able to leave the rental property and not be responsible for payment of rent which would have been due under the lease or rental agreement. **In most cases, the tenant must physically move out of the property and then sue for damages, termination of the lease, etc.** If the tenant can show there was actually retaliation for a complaint, the statute provides “a landlord shall not be liable for retaliation under this section, unless a tenant proves that a landlord breached the warranty of habitability.”

Constructive eviction is not an easy process to go through. The tenant should first try to work with the landlord on addressing the issue the tenant feels is compromising his/her right to peacefully enjoy his/her home. Legal counsel is highly recommended before embarking on the path toward constructive eviction.





# Involuntary Lease Termination (Eviction)

When a tenant is not living up to his/her end of the rental contract, such as being late with the rent or not complying with other terms of the lease, the landlord can sue the tenant for possession (and possible monetary damages) in County Court. If the landlord prevails in court, the tenant will be legally evicted from the property. It is not advisable for tenants to try and get out of a lease by being evicted; this legal judgment will stay on a tenant's credit report for many years and could greatly hinder the tenant's chances of securing rental property or mortgages in the future. Whenever possible, it is recommended that landlords and tenants try to work together on resolving breached lease issues, to minimize the necessity for formal and costly litigation. Mediation services are offered free of charge to Fort Collins residents facing possible eviction (see [page 81](#)). Sometimes payment plans can be established to help a tenant get into compliance with the lease.



## How Does The Eviction Process Work?

**Forcible Entry and Detainer (FED)** is a legal action taken by a landlord to obtain a court order to evict a tenant. This type of lawsuit is governed by state law under C.R.S. Section 13-40-101 et seq. Before filing an FED action to evict a tenant for non-payment of rent or another breach of lease conditions, the landlord must first provide the tenant with a written, signed demand notice, giving the tenant 3 days to either: pay the past due rent (or cure the breached conditions), or move out. This is called a 3-Day Notice. A Sample 3-Day Demand Notice is located on [page 104](#). Some standard eviction legal forms are included in this handbook, [pages 90-109](#). Landlords can access the appropriate legal forms online at [www.courts.state.co.us/chs/court/forms/fed/fed.html](http://www.courts.state.co.us/chs/court/forms/fed/fed.html).

## Landlords: Posting a 3-Day Demand for Compliance

### For non-payment of rent

A landlord must post a written demand advising that the tenant has 3 days to pay the rent or surrender possession of the premises. **Full payment of rent within the 3 days** (see computation of time below) **must be accepted**. Partial payment can be refused. Full payment given after the 3 days may be refused. A subsequent failure to pay rent must be treated the same. A landlord must always give a tenant the chance to cure nonpayment of rent within 3 days.

### For a violation of a condition of the tenancy (lease violation)

The landlord must give the tenant the alternative of moving or complying with the violated condition within 3 days. The landlord does not have to give this right to cure in the case of a subsequent violation of the same condition. However, in the case of a subsequent violation of the same condition, the landlord will still have to post a written demand giving the tenant 3 days to give up possession.



## Technical requirements for the 3-Day Notice

### The 3-day notice must:

1. be in writing
2. specify the grounds alleged for the right to possession
3. describe the property (address, including county)
4. state the time when the property must be delivered to the landlord
5. be signed by the landlord or the landlord's agent.

The Notice must be served by delivering a copy to the tenant, by leaving a copy with a member of the tenant's family over the age of 15 living in or in charge of the premises, or, if no one is there when service is attempted, by posting it in a conspicuous place on the premises. The landlord must make an effort to personally hand the Notice before resorting to posting. **Anyone can serve the Notice, even the landlord him/herself.** A sample 3-day Notice can be found on [page 104](#).

## Computation of the 3 days

The tenant has 3 full days to pay the rent or come into compliance with the violated condition. The day of posting does not count. Weekends and holidays do not count. So, do not file your eviction action (FED lawsuit) until the 4<sup>th</sup> day after posting (excluding the day of posting and weekends and holidays).

## Tenant's obligations after they give up possession

Even when the tenant gives up possession due to non-payment of rent or a violation of a condition, the tenant usually remains liable for rent through the end of the lease term, subject to the landlord's duty to mitigate (lessen) losses by making reasonable efforts to re-lease the property to new tenants.

The written demand must be served upon the tenant by posting in a conspicuous place on the premises or by leaving a copy with a resident in the household over 15 years old. If service is by posting, a copy must be mailed the next day. After the demand has been given and the tenant has not paid the rent (or cured any other breach of the lease) or moved within the three days, the landlord may then file an FED (eviction) action with the court.





## Serving the summons and complaint in an eviction suit (after the 3 days have expired):

If the landlord can accomplish personal service on the tenant, the landlord may be entitled to a monetary judgment as well as a judgment for possession of the property. **Personal service must be made by a disinterested party over the age of 18**, so the landlord must use the sheriff, a process server, or someone not a party to the suit.

1. If personal service cannot be accomplished, the landlord may post the summons and complaint in a conspicuous place on the premises AND mail a copy of the summons and complaint to the defendant not later than the next day following the filing date of the complaint. Since a landlord doesn't know at the outset whether they will accomplish personal service, they must always mail a copy of the summons and complaint to the defendant.
2. Either personal service or posting must be made at least 5 days before the appearance date on the summons.
3. If posting only, not personal service, is achieved, the landlord will not be entitled to a money judgment and will be limited to a judgment for possession.

Most Colorado eviction forms can be found in the Forms section of this Handbook, **pages 90-109** or online:

[www.courts.state.co.us/chs/court/forms/fed/fed.html](http://www.courts.state.co.us/chs/court/forms/fed/fed.html).



## Tenants: Responding to an FED (eviction) Action

If a tenant knows s/he is going to be late with the rent, the tenant should communicate the situation directly with the landlord. The landlord may be willing to work out a payment plan that will allow the tenant to remain in the rental unit under agreed-upon conditions.

If the tenant cannot come into compliance with the lease terms, the tenant can file an answer with the court (see Tenant Response, [page 98](#)). The tenant should plan to be in court the day of the FED hearing, because failure to appear will likely result in a default judgment in favor of the landlord.

If a judge declares the tenant evicted, the tenant will have a short time period to remove all personal belongings from the rental unit. A Sheriff's Deputy may be on hand to supervise the activity. It is suggested that evicted tenants move out as efficiently as possible, and without further damaging the unit. Landlords can sue for damages that are greater than the security deposit held by the landlord.

**A landlord is not entitled to lock a tenant out of the premises, shut off the utilities or forcibly move a tenant or tenant's possessions out of a building prior to obtaining a court order.** Doing any of these puts a landlord in violation of state and municipal laws.

In a successful eviction, **abandoned or discarded tenant property** will likely be placed on the curb. At the hearing, once an FED judgment is ordered by a court, it is up to the tenants to remove and/or secure personal belongings. Please note that any items left on the curb can be subject to notification and/or Municipal fines for illegal outdoor storage and/or rubbish. It is the responsibility of the property owner to dispose of discarded items in a safe and legal manner. **Abandoned property** must be handled in accordance with Colorado Revised Statute Section 38-20-116, which has these strict requirements:



## Abandoned Property

The landlord is not required to store abandoned tenant's property so long as that landlord has already obtained a judgment for eviction and has a writ of restitution granting possession to him/her. If the sheriff executes the writ of restitution alone (i.e. landlord is present but does no more), then landlord has no liability and neither does the sheriff. The sheriff's writ duties include removing the tenant *and* tenant's property from the unit. *And "the sheriff has no duty to safeguard the tenant's possessions after a lawful eviction has occurred, even though s/he knows the tenant's belongings might be taken if they are left unattended. After the writ has been executed and the landlord has regained possession of the premises, the sheriff's statutory duty has ended, and no liability for subsequent damage to the tenant's property can attach.*



At least fifteen days prior to selling or otherwise disposing of the abandoned property, the landlord must attempt to notify tenant of the proposed manner and date of disposition of the property by mailing notice to the tenant's last known address by registered or certified mail, return receipt requested, signed

by the addressee only. If the written notice is returned unclaimed, the landlord must publish the notice at least one day in a newspaper in the county in which the property is located.

The landlord must keep in his/her records for a period of one year a copy of the notice, together with the return receipt signed by the addressee, or, if the notice is returned unclaimed, the notice and the proof of return unclaimed shall be so maintained.

Prior to the disposal or sale of abandoned property, thirty days have to have passed since the tenant last contacted the landlord and the landlord has to have no reason to think the property hasn't been abandoned.

According to City ordinance, any improperly stored items on the curb, sidewalk, in public view (e.g. driveway) and/or within the City right of way, is a violation and must be removed within 7 days of receiving official notice. In the meantime neither the City nor the landlord assumes liability for the property, as it is unsecured and unlawful.



## **"Squatters:" people who live in a rental home but are not lawful tenants**

Occasionally a situation presents itself in which the tenants who once occupied a rental unit have disappeared, oftentimes without informing the landlord. At some point in time, usually when rent is not paid and/or at the end of a lease cycle, the landlord becomes aware that there are unknown people residing in his/her rental. This is a difficult predicament because the solution is not as simple as simply "throwing them out." It is possible that the [new] residents will leave at the landlord's request, but the landlord is always at risk at having their rental damaged during the move-out process (the "tenants" have nothing to lose, particularly if their identities are unknown). While these 'squatters' may not have legal grounds to stay on the property, the landlord will still need to go through a quasi-eviction process.

### **These are the steps a landlord should take if faced with this situation:**

1. Write a demand for possession letter immediately stating a date that the people and their stuff must be out. Restate that their permission was only good for April and has expired. State that after the date of possession, they will be considered trespassing and the police will be called. Certified mail is best if the Landlord knows the name of the current residents.
2. Post at the property (try to personally serve first) the 3 Day demand for possession to start the eviction process. Name the deceased and the people at the house if their names are known "all other occupants" on the demand. Another, possibility would be to go to the Larimer County Court and look up the deceased to see if there is any probate action. This record would contain the name of the personal representative of the estate and they could be named.
3. Follow through with calling the police if they don't vacate as per the demand letter. Have all the paperwork and a good explanation ready for the police... however, it is not uncommon for officers to treat it as a civil matter.



4. If none of the above gets them out, the landlord will have to start the eviction process. At this point the landlord may want to seek some legal counsel. If they go it alone, all the forms can be found here:  
[www.courts.state.co.us/Forms/Forms\\_List.cfm/Form\\_Type\\_ID/28](http://www.courts.state.co.us/Forms/Forms_List.cfm/Form_Type_ID/28)

The theory for eviction is under 13-40-104 (d) (hold over without permission).

## Exceptions for lease terminations

### Domestic Violence

Colorado Revised Statute 38-12-402 (2) (a)(b): PROTECTION FOR VICTIMS OF DOMESTIC VIOLENCE

- Allows a victim of domestic violence to terminate a lease if the landlord is notified in writing that a tenant is a victim of domestic violence *and* the landlord is given documentary evidence of the abuse via either a police report written within the last 60 days *or* a valid protection order (civil or criminal will qualify).
- The tenant must be seeking to leave leased premises out of fear that if s/he does not, then the tenant and/or tenant's children are in imminent danger of suffering further harm.
- The tenant must pay landlord one month's rent following move-out, payable within 90 days of leaving leasehold. The landlord cannot hold tenant responsible for rest of lease payments. The Lease is terminated at that point.
- The landlord still must comply with the Security Deposit Act in returning tenant's security deposit but is not obligated to do so until the one month's final rent is paid by the departing tenant (see **pages 25-27**).
- Landlord and tenant here may offset any amounts owed from one side to the other against the move-out rent payment or the security deposit.

### Active Military Duty

SERVICE MEMBERS CIVIL RELIEF ACT: 50 USC App. § 501 et seq. (aka "Sailors and Soldiers Act")

- Allows members of the military and their dependents to terminate a lease or stay eviction proceedings against them if they join the military, are called up for active duty, are relocated to another duty station, and/or are deployed after signing and during the term of the lease.
- Service member must provide written notice of termination to landlord, along with a copy of his/her military orders which form the basis for the termination.
- Service member will be responsible for rent for the month immediately following the month in which the termination notice is delivered to landlord



- The lease is legally terminated 30 days after the first date on which rent is due in the month following the month that notice is delivered to landlord.

**Example:** Termination notice delivered to landlord July 10<sup>th</sup>. Next rent is due August 1<sup>st</sup>. Service member shall pay August rent in full. Termination of lease is effective and service member released from liability on lease as of September 1<sup>st</sup>.

- Any rent the service member has paid in advance must be refunded to service member within 30 days of date lease is effectively terminated.
- This act prevents landlord from evicting a service member or dependents during a period of military service provided the premises are occupied primarily as a residence and the monthly rent does not exceed \$2400.00 after the statutory housing price inflation adjustment calculation.
- A landlord who knowingly attempts or knowingly takes part in an eviction prohibited by this statute may be found guilty of a misdemeanor.

## Can a landlord put a lien on a tenant's personal property if monies are owed to the landlord?

There is a legal process for a landlord to claim a lien on tenant possessions to secure against amounts a tenant owes. However, a landlord must first foreclose on the landlord's lien in order to have a right to the tenant's possessions. Most of the time, the effort and expense in foreclosing a landlord lien are not cost effective. Landlords should check with an attorney if they have specific questions about what they can keep and for how long.

Under the lien statute C.R.S. 38-20-102 (3)(a),(b),and (c), a landlord may take nonexempt property of the tenant and hold that property for 60 days. During the 60 days, the landlord files a foreclosure action seeking judgment on the landlord's claim and an order allowing the sale of the seized property. This is an "election of remedy" or an alternative route to an eviction process. The landlord can't do both.

Exempt property that **cannot be seized** includes kitchen appliances, cooking utensils, beds, bedding, necessary wearing apparel, personal or business records and documents and the personal effects of the tenant. The landlord must seize the property in a reasonable and peaceful manner, *not* by locking out the tenant (that is illegal).

There is a detailed procedure required to get a judgment in the foreclosure action and to give notice of the sale of the seized property. The City of Fort Collins cannot advise a landlord or tenant about their legal rights. Legal advice is strongly encouraged to ensure the required protocol is followed.

There are substantial arguments against landlords using this remedy. For one, it promotes conflict between landlord and tenant. The procedure is not easy. Often tenants' nonexempt property is not worth enough to justify the cost of the procedure. Since landlords can't duplicate with an eviction action, the landlord may not get possession, which may be more important.



## Utilizing a collection agency to collect unpaid rent/bills from former tenants



In Colorado a landlord does not necessarily have to file suit in Small Claims (or other civil) court to obtain a judgment for monies they feel are owed to them by a former tenant. Instead, some landlords choose to turn the matter over to a collections agency, who will attempt to collect the debt and/or seek a judgment on the landlord's behalf. When a case is filed in court, whether that is by the landlord or a collection agency, the responding party must be served with an official summons to appear before a judge or hearing officer on a specified date. It is important that all parties show up in court, as a failure to appear could result in a default judgment against the absent party. If the collection agency prevails then they will take appropriate measures to collect the debt from the former tenant.

### The typical debt collection process:

- Account is placed for debt collection.
- Client (landlord) sends information on the debt including supporting documentation.
- Claim is reviewed and the data is entered into a debt collection program.
- Demand letter is sent to debtor via fax, mail and or email and an acknowledgment letter is sent to the Client.
- Phone contacts begin.
- Attempt to arrange payment, resolve any disputes and obtain clear commitments on debt resolution.
- If the agency obtains payment commitment they may work to ensure the payment(s) materialize.
- If debtor fails to cooperate in resolving the debt the agency will make final pre-legal collection attempts.
- The collection agency will send the latest update and recommendations to the Client, including details on forwarding claim to affiliated attorneys.
- The Client authorizes forwarding the claim and we send it to agency-affiliated attorneys that are located near the debtor. The attorneys are instructed to work and investigate the claim for 60 days. If the Client decides not to authorize forwarding the claim, it is worked an additional 60 days then the file is closed.
- Attorney sends update and recommendations. If they recommend initiating legal action they will provide us with their suit requirements.
- When the agency receives suit requirements from the Client, the lawsuit is prepared and filed. The agency will not receive suit requirements or when the client is unwilling to litigate the attorneys will work on the claim for another 60 days then close it.
- The complaint is served.
- Attorneys file for default judgment if no answer is filed by debtor. If an answer is filed the discovery process begins and a trial date is later set.
- If a judgment is awarded in the agency's favor, attorneys file for a Writ of Attachment.
- Attorneys attempt to locate and verify debtor assets.
- Attorneys initiate bank levies/ garnishment orders/ liens/ etc. to satisfy the judgment.





# Security Deposits



Security deposits and the refund of such monies is a common issue of contention for landlords and tenants.

The retention and return of security deposits are regulated by C.R.S. Section 38-12-101, et seq. A security deposit is money paid to the landlord to ensure performance of the lease and to protect the landlord and the property from extensive and/or negligent damage to the rental unit. **The Landlord should deposit the security deposit checks immediately into an escrow account.** They should not co-mingle these funds with rents, etc., as the landlord will be accountable for returning all or a portion of the deposit at the end of the lease term. It should be clearly stated in the lease which deposit monies are refundable, and which is not (such as pet deposits).

## Withholding Security Deposits



The landlord may charge the tenant for any damages to the premises so long as the tenant is given a written, itemized statement within the time period specified in the lease. If the landlord's damages exceed the security deposit, the landlord may sue the tenant to recover those damages, or may turn the matter over to collections (see [page 24](#)).

**With proper documentation, a landlord may keep all, or a portion of, the security deposit for any of the following items:**

- Unpaid rent, late fees, or utility bills owed by the tenant
- Payment for damages to the premises beyond "normal wear and tear"
- Any cleaning to which the tenant agreed to in the lease
- Any other breach of the lease that causes financial damage to the landlord

## Normal Wear and Tear



"Normal wear and tear" is defined by state law as: "that deterioration which occurs based upon the use for which the rental unit is intended, without negligence, carelessness, accident or abuse of the premises or equipment or chattel by the tenant or members of his household or their invitee or guests,"

C.R.S. Section 38-12-102(1) governs issues related to security deposits on rental property. Examples of what is wear and tear and what is not, are listed on the next page.

# WEAR and TEAR GUIDE

<b>NORMAL WEAR AND TEAR</b> (Tenant <i>should not</i> be charged for...)	<b>DAMAGES</b> (Tenant <i>could</i> be charged for...)
Peeling or cracked paint	Drawing or uncleaned marks on walls
Worn enamel in an old bathtub	Chipped and broken enamel in bathtub caused by tenant negligence
Worn linoleum in place where appliance has been	Damaged tile floor due to negligence
Carpet is worn by people walking on it	Damaged carpet from mildew, oil, dirt
Small chips in plaster walls	Large chunks of plaster or holes in wall due to tenant negligence or damage; unfilled nail holes
Fire damage due to faulty wiring	Fire damage due to tenant's use of candles, incense, cooking device or smoking
Slow sink drainage due to old pipes	Plumbing backed up because tenant has flushed foreign or bulky object down it
Wallpaper coming loose due to aged glue	Wallpaper missing , something ripped off the wall
Sliding closet doors that stick	Closest doors sticking because track is bent by tenant
Paint faded on kitchen walls	Walls in kitchen stained from burning pots on the stove
Shower rod slightly rusted	Shower rod missing or inoperable
Bathroom grouting loose	Tiles missing or cracked
Faded window shade or blinds	Torn, broken or dirty window shade/blinds
Old light fixture	Missing, broken or dirty light fixture

## Return of Security Deposits



In Colorado, landlords generally have 30 days after the lease expires to return any unused portion of a tenant's security deposit (C.R.S. 38-12-101 et seq.). However, there is a provision that allows landlords to have up to 60 days to return a security deposit, if this time frame is listed in the lease contract. Tenants should leave a forwarding address for the landlord to return the deposit, minus any itemized and documented deductions.

If the tenant has fulfilled all the terms of lease (including proper notice to terminate, if required), has paid the rent in full and on time, has left no financial obligation to the landlord, and has caused no damage beyond normal wear and tear, then the tenant is entitled to return of the full security deposit.

Landlords can charge tenants for the time spent cleaning/repairing the rental unit; this should be assessed at a fair market rate (check with local cleaning companies). All repairs and cleaning should be well documented.



## Recourse for Withheld or non-returned Security Deposits

The tenant may send a "7-Day Demand" letter to the landlord if the landlord does not return the security deposit or does not send an itemized list of deductions within the required time period; or if the tenant disagrees with the deductions. This letter states the tenant will sue the landlord for three times the amount of the deposit withheld, if the landlord cannot produce written proof of the charges and/or if the deposit is not returned to the tenant within seven days of receipt of the letter. If the landlord failed to send any written reconciliation within the required time frame, under the law the landlord forfeits the right to keep the deposit. The landlord must return the full deposit, regardless of legitimate charges. Failure to abide by the time frame essentially takes away the landlord's right to be the "banker." However, it does not cut off the landlord's right to pursue legitimate charges after returning the deposit. A sample of that type of 7-day demand letter specific to this situation is located on [page 114](#).

The seven-day demand letter should be sent by certified mail, return receipt requested. The tenant should always keep a copy. See [page 113](#) for another 7-day demand letter template. If the landlord returns the security deposit in full or pays the tenant the disputed portion of the deposit within the seven days, the matter is resolved. If the landlord is open to negotiating the various charges assessed against the security deposit, parties can formulate a fair compromise alone, or via City-sponsored mediation ([page 81](#)). Landlords should be ready to provide evidence that the charges were warranted.



# Rental Habitability Standards

A "legal" rental unit has been endorsed by City building permit and complies with codes in effect when the unit was originally built or created. If you feel a rental unit is "illegal" and does not meet the minimum habitability requirements listed in this brochure, we encourage you to contact the City's Building Services Department at 221-6760. The goal is to create and maintain a safe living environment for all citizens.



## How do the Fort Collins Rental Housing Standards and Colorado Warranty of Habitability affect me?

As of September 1, 2008, C.R.S. 38-12-1501 et. seq., otherwise known as Colorado's "Warranty of Habitability," was established to define what the minimum standards of habitability are for rental housing units in Colorado (municipalities, such as Fort Collins, often have their own set of minimum rental housing standards, as listed below). These set of laws address what minimum standards landlords are required to provide for rental of their units, and also what criteria tenants must meet to prove their rental is not up to minimum standards. The process for addressing (and, if appropriate, bringing into compliance) a violation of the **Warranty of Habitability** law is also laid out in this section of Colorado state statutes. *The City of Fort Collins will not provide legal advice or interpretation on this or any statute; citizens are encouraged to seek professional legal counsel and/or check the state website at: [www.colorado.gov](http://www.colorado.gov) for more information, or pages 133-138).*

## Fort Collins Rental Housing Code



In Fort Collins, landlords and tenants are subject to specific municipal requirements related to the health and safety of rental units. The City's Rental Housing Standards are found within the newly adopted Fort Collins Structure and Premises Condition Code which was amended from the 2006 *International Property Maintenance Code (IPMC)* and affects both renters and landlords by providing basic minimum standards so that renters' accommodations are safe places to eat, live, sleep and play. Whether you rent a house, mobile home, townhouse, condominium, apartment, hotel, boarding house, a room in someone's home, or any other livable facility, the City of Fort Collins regulates minimum habitability requirements, such as:

- Shelter from the weather
- Sanitation
- Light and ventilation
- Electrical and plumbing safety
- Structural safety
- Smoke and CO2 detectors
- Screens on windows/doors
- Security locks
- Exits and fire safety
- Comfort heating

***The next page outlines specific requirements defined in Chapter 5, Article II, Division 3 of the code of the City of Fort Collins.***

## Minimum Habitability Requirements

1. Rental housing must be **weather protected** to provide shelter for the occupants.
2. All dwelling units **must have a kitchen and a bathroom**, both with sinks that supply hot and cold running water.
3. One bathroom must have a bathtub or shower, sink and toilet, and must **ensure privacy**.
4. Basement apartments built after October 1945, and ALL housing built after October 1958, requires **minimum window area** for light and ventilation.
5. **Stairs, hallways and exits** which serve more than one unit **must always be lighted** (natural or artificial).
6. Every rented apartment, lodging or room must have **direct access outside** OR to a public corridor that leads directly to an **exterior exit**.
7. **Exits must be maintained** in a safe condition and in accordance with the applicable code when the unit was legally authorized for construction.
8. In case of **fire**, it's crucial that all bedrooms below the fourth story have an **operable exterior emergency exit** window or door.
9. Such emergency exits in bedrooms created after October 1958 must:
  - Be able to be opened from the inside without special tools or knowledge.
  - Have a clear opening no higher than 48" above the floor.
  - Have a minimum clear opening area of 5 square feet.
10. All **bedrooms below grade level** must be provided with **escape windows** that provide a clear opening of at least 5 square feet, and a maximum clear opening height of 48 inches above the floor.
11. All **doors and windows** used for ventilation must have **screens from April 1<sup>st</sup> to November 1<sup>st</sup>** to protect against insects (West Nile Virus), provided at time of lease signing.
12. All **windows and exterior doors** must have security locks. Windows must operate smoothly, and be capable of being held open by the window hardware.
13. **Smoke alarms** must be installed in each story of the dwelling, in all bedrooms, in halls and areas that are in the immediate vicinity of the bedrooms.
14. All habitable rooms, including bathrooms, must have **permanent heating facilities** capable of maintaining an indoor temperature of at least **68 degrees**.
15. Portable kerosene, propane heaters or non-vented gas heaters are dangerous and prohibited.





16. All **gas-fired heating equipment** must:
  - Have an automatic safety fuel-shutoff.
  - Have an accessible manual fuel-shutoff.
  - Have a listed appliance fuel connector.
  - Be connected to an improved chimney or vent.
  - Have adequate combustion air.
  - Not have the only access to the equipment through a bedroom or bathroom unless the equipment is sealed-combustion or is in an enclosed room with direct outside combustion air.
  
17. A **forced-air heating system** cannot be used to heat more than one dwelling. *Not having separate forced air heating systems or independent control of your heat is a big red flag that your rental may not be legal!*
  
18. All dwelling units with gas-fired heating equipment and/or attached garages must be provided with **carbon monoxide detectors**.
  
19. **Stairs** from basement apartments and stairs serving more than one unit must be **at least 30" wide with 75" of headroom**, and must have **handrails**.
  
20. **All electrical equipment and appliances** must be maintained and safe according to the following:
  - All habitable rooms must have at least two electrical outlets.
  - Outlets within reach of laundry appliances and piping must be electrically grounded.
  - Lights in bathrooms and laundry areas must have wall switches or non-conductive pulls.
  - Outlets in bathrooms, kitchens, garages and exterior must be protected by Ground Fault Circuit Interrupters (GFCI's).
  - Branch circuits, feeder panels, etc. must be protected by properly sized fuses or circuit breakers.
  - Extension cords wired directly to permanent wiring, inside walls, through floors, under carpets, etc. are prohibited.
  - Plumbing, fire sprinklers, structural members, foundations, floors, walls, roofs, masonry fireplaces and chimneys must be maintained in safe condition.



**So what am I supposed to do if one or more of these things aren't right? *Read on....***





## Rental Housing Inspections



Fort Collins inspectors are authorized to inspect rental units accompanied by the tenant or owner when there is reasonable cause to believe unsafe conditions are present. **Inspection requests must be made by lawful tenants**, and are provided at no cost to the tenant or owner. If you would like to request an inspection of your rental property contact the City's Building Code Services at 416-2305. Tenants must complete the request for inspection form ([page 119](#)).

Depending on the conditions, the City may allow up to 10 days for corrections to be made, or will post the unit "Unsafe" and declare it as "Unfit to Occupy". Once the property owner is notified, the required corrections must be made within a specified time frame. Owners have the right to appeal the City's order to repair, and must do so within 30 days of the Notice. If the owner does not comply within the time frame, and does not qualify for an extension, s/he may receive a summons to appear in Municipal Court where fines of up to \$1000 can be assessed. Building Code Services may revoke the Certificate of Occupancy, disabling the owner from renting the property until the corrections have been made.

### Illegally-converted duplexes/basement apartments



Not all basement apartments (or duplexes) are created equal. Some basement apartments have been converted into a separate dwelling unit years ago without proper Building Permits or City approval. A basement apartment with a separate apartment above is considered a duplex, with two apartments above is a triplex and so on.

The City of Fort Collins requires that all dwelling units, which are part of a multi-family building, be approved and obtain a Certificate of Occupancy issued by the City.

### Unrecorded Dwelling Units (UDU's)



Unrecorded dwelling units are separate living quarters (which have been added to an existing home and are typically for rent) where there is no official record of a building permit or inspection. If the home is not approved by the City as a multi-family dwelling, the City may order the landlord to bring it into compliance with current building code standards, or may determine that the house is not zoned to be multi-family at all (in which case the landlord would have to convert it back into a single family dwelling). The City of Fort Collins takes unrecorded dwelling units seriously, as it is our goal to make sure every renter in this community is living in safe, lawful housing.

Tenants should check to see if they have their own separate utility meter and/or thermostat to control their heat; if they do not, it's possible that the home may not be legally established as a multi-family dwelling unit. If you own a duplex or other multi-family building you may contact the City of Fort Collins' Community Development and Neighborhood Services Dept and ask if your property has the required Certificate of Occupancy on file. **For file search assistance call 416-2635.**



## How do I find out if my rental unit is “legal” or not?

If you are about to sign a lease for, or currently rent a basement apartment, there are three main questions to investigate to help determine the legality of the basement apartment.

1. Call the City’s Zoning Department at 416-2745 and ask if the address that you are looking at is approved to be a duplex.
  - a. If Zoning says “No, that address has never been approved for a duplex”, there is probably no need to move in because the City will require that the building be re-converted back to a single family dwelling unit or require the property owner to obtain a certificate of occupancy as a duplex before it can be used as a duplex again.
  - b. If Zoning says “Yes, it is OK as a duplex” then the use is allowed, however it may still not be an approved dwelling unit, which means it complies with basic habitability standards and is approved by Building Code Services.
2. If a duplex *is* allowed by zoning, then inspect the heating system and thermostat location. If the house has a single forced air heating system and the thermostat is located upstairs, this is a violation.
  - a. Each occupant must be able to control their own heat source, and
  - b. Air from one dwelling unit can not be transmitted to another different dwelling unit through the heating system.
3. Check the emergency escape windows in each basement bedroom for size. The window must provide a clear opening (that area where the screen is and that you must climb out of is clear opening) that measures at least 720 sq inches. In order to comply with code the window must measure:
  - a. At least 20 inches wide X 36 inches tall ( $20 \times 36 = 720$  sq in) or,
  - b. At least 24 inches tall X 30 inches wide ( $24 \times 30 = 720$  sq in).



***These three questions will most likely determine if the basement apartment is allowed and meets the codes, regardless of when the unit was converted into a duplex. Please contact the Housing/Building Inspector at 970-416-2326 for help with your rental housing questions.***

## What can I do if I find out my home is not properly zoned as a rental?



Not all units offered as rental housing in a multi-family building are legally permitted to be used for that purpose. Sometimes single-family houses are illegally converted into multi-family rental units (duplexes and triplexes), without the City's approval. The City regulates where multi-family dwellings are allowed and in which neighborhoods. To see a map of which neighborhoods allow/do not allow multi-family housing, see the City's Zoning map at <http://gisims.fcgov.com/website/zonedist/viewer.htm>. If you feel your rental unit is *not* a legally-conforming premise, you should check with Building Code Services: 221-6760. If the unit is not currently permitted to be a rental, the City will contact the property owner to either:

- a. Apply for the proper permits and get the premise into compliance by a specified date, or
- b. Cease using the unit as a rental, or risk having the Certificate of Occupancy (C.O.) revoked.

## Signs that your house may not be legally permitted as a multi-family dwelling unit:



- No separate addresses for units in the same building or an address that is listed as 152.5 or 152 ½ Main Street;
- No separate heating/air controls in units in a shared building;
- One forced-air furnace supplies heat for more than one dwelling unit;
- Small or non-existent windows in basement units;
- The kitchen and/or bathroom is shared between households occupying the same building;
- Your landlord does not want you to contact the City for a building inspection (Landlords cannot prohibit this if a tenant requests it).

**\*Note:** Just because the City deems a current rental unit unlawful, **this does not automatically nullify your lease**. A lease is a private civil contract between landlord and tenant, and will have to be terminated (if appropriate) between the parties themselves. Mediation may be a good option if you find yourself in this position. Obviously, if the C.O. is revoked, the lease cannot be carried out and in most cases, that in itself may nullify a lease (unit is uninhabitable).



## What nullifies a lease? (occupancy, illegal duplex, etc.)

(In June 2008) Magistrate Schwartz of the Larimer County Small Claims court has ruled that when a landlord knowingly rents to more than the number allowed by the occupancy limit (regardless of how many are actually placed on the lease) the lease is illegal and unenforceable by the courts. Similarly, when a landlord purports to rent a property that the City code does not allow as a rental (e.g., not zoned or is an illegal duplex), the lease may be unenforceable under similar legal principles. Many times this means the tenants must move out. This situation can be confusing and conflict-ridden, and tenants should try to seek legal advice to find out what, if any, obligations they still have to the landlord. Many times the landlord simply has the tenants move out, as there is no longer a valid lease in place.

## Help!



The City of Fort Collins Community Mediation Program is one option landlords and tenants have to figure out a way to get into compliance with City Codes, or to terminate an existing lease. Contact 970-224-6046 for more information about this free and effective dispute resolution service.

Mediation is a voluntary process, so both parties must agree to participate. To learn more about how mediation may assist you in resolving your landlord-tenant conflict, see [www.fcgov.com/mediation](http://www.fcgov.com/mediation).

Professional mediators will assist you in the peaceful and permanent resolution of your dispute, utilizing a process of open communication and compromise. Mediation agreements are legally binding. See **page 84** for common types of disputes that can be resolved by mediation.

## Frequently Asked Questions about Repair and Maintenance on Rental Properties



- 1. I live in a basement apartment and the thermostat for the entire house is located in the upstairs unit. My unit is always cold and I cannot control the heat. Is this legal?**

*No. In Fort Collins, all separate rental units, including upstairs/downstairs arrangements, must have separate controls for heating regulation. All units shall have separate forced air heating systems or be provided with a closed system such as baseboard electric or hot water heating that can be controlled by each tenant. Each tenant must be able to access his or her own electrical controls.*

- 3. This has been a cold winter and the heating system in my apartment isn't working properly. Is there a standard for what is an appropriate level of heat?**

*The City's rental housing codes require all habitable rooms to be provided permanent heating facilities capable of maintaining a room temperature of 68 degrees 3 feet off of the floor.*

- 4. My roof, and sometimes my basement, leak whenever it rains. My landlord refuses to fix it. Help!**

*Local building regulations in Fort Collins require every building be weather protected to provide shelter for the occupants against the elements and to exclude dampness. If the property owner does not fix the situation within a reasonable time, you can call Building Services at 221-6760 to set up an inspection of the premises. It is suggested that prior to requesting a rental inspection that the tenant first contact the landlord to see if the issue can be addressed more informally. All communication with the landlord should be documented.*

- 4. I believe the air in my home is making me sick, what can I do?**

*Indoor air quality (IAQ) is not regulated in private residences, although there are resources available for specific information about what people can do to improve their home's air quality. The Fort Collins Rental Housing codes do not cover most instances of mold, although if there is an obvious leak the City can order the property owner to repair it. See the Colorado Dept of Public Health & Environment website for suggestions about how to remediate (treat) mold:*

*[www.rmrpehsu.org/Portals/24/docs/Mold%20Info%20Sheet\\_PEHSU%20Site.pdf](http://www.rmrpehsu.org/Portals/24/docs/Mold%20Info%20Sheet_PEHSU%20Site.pdf)*

- 5. There is a strange black mold growing in my basement laundry room. I've tried to keep it dry down there but the mold keeps coming back. Is this dangerous?** *Possibly, but not likely. Mold exists in almost every building and requires three things to live: water, a food source (like a wall or floor), and heat. Neither the City nor Larimer County has much authority over mold issues, unless the source of the moisture can be detected and corrected. Landlords are sometimes willing to take on a mold problem*



but may not be required to do so by law, depending on the type and pervasiveness of the mold. The Colorado Warranty of Habitability Statute ([page 133](#)) might be applicable for untreated molds that are causing health problems for the tenant. It is suggested that prior to having molds sampled (which can be expensive), the tenant and/or landlord take measures to correct the situation through cleaning and ventilation. See [Appendix B, pages 139-142](#) for tips on mold mitigation, as suggested by the Colorado Department of Public Health & Environment.



6. **My landlord comes in to my duplex and fixes things while I'm not home. He doesn't give me any notice and I don't like him being in my house while I'm away. Can he do this?** *It depends. Many leases have language describing how repairs - and entry into your rental unit - will occur. If the lease does not mention it, Colorado law allows tenants to exclude landlords from entry if they can make a case that their right to peaceful enjoyment of their home is being compromised.*



7. **Our toilet has been leaking and the landlord is taking a long time to fix it. I'm afraid the damage to the bathroom will be charged against my security deposit. What can I do?** *At minimum, state your concerns in writing and submit it to the landlord. If desired, you may also want to take pictures of the damage from the leaking toilet. The City requires that all plumbing fixtures be in good working order. Call Building Services at 970-221-6760 if your landlord does not take care of the problem in a reasonable amount of time. For problems related to faulty plumbing, the amount of time for the landlord to repair it is usually fairly short.*



8. **Several of the electrical outlets in my rental house don't work. I'm having a hard time getting the property manager to send over an electrician. Should I hire my own?** *It's the responsibility of the property owner and/or manager to maintain all electrical outlets in a safe manner, in accordance with the City of Fort Collins Rental Housing Code. A tenant may request a Rental Housing Inspection if they are unable to get their landlord to make the necessary corrections ([pages 29 and 119](#)).*

9. **My landlord is putting a new roof on my house, and I feel he is doing a poor job. Shouldn't he have a professional helping him?** *Landlords are not permitted to do any work requiring a permit (major repairs, alterations, or projects). A private contractor must be hired to complete these repairs. Call Building Services at 221-6760 for a list of home improvement projects requiring a permit. When a landlord is violating the law by not obtaining the proper permits, they can be subject to fines up to \$1000/day until the problem is resolved. The city can also issue a "Stop work" action if the work continues without a permit.*





- 10. I smell gas in my apartment. What should I do?** *If you smell gas, immediately open a window and leave the building. Once outside the building, call Xcel Energy at 800-772-7858 and report a gas leak. Xcel will dispatch a repair crew immediately. Carbon monoxide detectors are required if there are any gas heating/cooking appliances or an attached garage, as per City of Fort Collins Rental Housing Code.*



- 11. My bedroom is in the basement and doesn't get any natural light. I've heard all bedrooms are supposed to have a window. True?** *All habitable rooms must have either an approved egress window (size requirements vary depending on when the house was made into a rental unit) or a direct exit for emergency use. Call 970-221-6670 if you feel there is a violation of City code. A lack of conforming windows could indicate the home is an illegally-converted dwelling unit. See [page 34](#) for more information about building and zoning regulations and what to do if your home is not "legal."*



- 12. There is a big pile of branches and leaves in the alley next to my rental house. I was told by the City that I'd have to remove them or be ticketed for a nuisance violation. Shouldn't my landlord be responsible for moving the branches if the house belongs to him/her?** *According to City ordinance, any premise with an accumulation of weeds, vegetation, junk, combustible materials, etc. can be considered a risk to health and safety and can be declared a nuisance. A tenant and a property owner can be issued a civil citation if the violation is not corrected within the allotted time noted in the violation letter. The property owner is ultimately responsible for disposing the hazard, but can opt to fine tenants for violations if that clause is contained in the lease contract. Call Neighborhood Services for more information, 970-224-6046, or report a violation to the Nuisance Hotline, 970-416-2200.*



To request a rental housing inspection in Fort Collins, call Building Services (970)416-2326.





## The "3-unrelated" law: What *is* the Occupancy Ordinance all about?

Since the 1960's, the City of Fort Collins has had definitions and ordinances to limit occupancy to a family or no more than 3-unrelated persons. The City addresses occupancy to help ensure health and safety of residents and to help protect the quality and character of neighborhoods.

The City's Occupancy Ordinance states: "Occupancy in a residential dwelling unit (single family, duplex, and multi-family) is restricted to:

- one family as defined below (Section 5.1.2) and not more than one additional person; or
- two adults and their dependents, if any, and not more than one additional person.



**Family** shall mean any number of persons who are all related by blood, marriage, adoption, guardianship or other duly authorized custodial relationship, and who live together as a single housekeeping unit and share common living and sleeping facilities. The occupancy limits are further defined in the [Land Use Code 3.8.16](#).

### Under this ordinance the following scenarios are allowed:

- a family (of any size)
- a family (of any size) and their nanny
- a family (of any size) and an exchange student
- two single parents, their kids, and a friend or
- two siblings and one friend.

### These are **not** allowed:

- two couples
- two brothers and their 2 friends or
- a family (of any size), a caretaker and an exchange student.

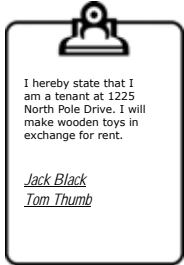


Keep in mind that **guests** staying overnight for more than **30 night in any 12-month period** may be considered to be occupants, and would then be in violation of the ordinance. For example, if 3 unrelated persons are living together, but a girlfriend or boyfriend of one of the roommates is staying over consistently, (more than 30 days), then the City would consider there to be 4 occupants, which is a violation.

A **dwelling unit** is considered a single housekeeping unit with occupants sharing common living, sleeping, cooking and eating facilities. If you have questions specific to your situation you can call 970-416-2305.

## **Mandatory Occupancy Disclosure Statement**

An occupancy disclosure form is required to be signed at the time of lease or sale of a property. There are two versions of this form, one for sale and one for lease. This document is intended to ensure all parties are aware of and understand the occupancy ordinance. The landlord should keep it filed with the lease as well as leaving a copy at the rental property. The landlord will be required to make it available to the City if an over-occupancy investigation of the property is started. A copy of this disclosure form is located on **page 115**. Disclosure Statements have been required since December 2005. There is a potential \$1000 fine for not producing the form upon demand by the City of Fort Collins (to be assessed to the property owner or manager and, occasionally, the tenants as well). To download a copy of the Disclosure form at [www.fcgov.com/neighborhoodservices/pdf/disclosure-for-lease.pdf](http://www.fcgov.com/neighborhoodservices/pdf/disclosure-for-lease.pdf).



### **The Disclosure Statement requirements include:**

1. The execution date verified by electronic means OR have all signatures notarized. \*Electronic means includes email, fax, scanning, or third-party processes.
2. A copy of the statement must be kept at the property and made available to the City immediately upon request.
3. In the case of multi-family units with an on-site manager/office, the disclosure statement may be kept on file in the on-site office as long as it is available during business hours immediately upon request of the City.
4. Lease renewals with all the same parties do not need to sign a new disclosure statement as long as the parties signed a disclosure statement at the original lease signing.

### **Host Family Permits**

Host family permits issued shall be valid for ten (10) months from the date of issuance. A permit may be revoked during the permit duration if a violation of the City or Land Use Code has occurred at the premises for which the permit was issued. A fee of \$25 will be charged by the City for the host family permit in order to cover the costs of processing the application, which shall be payable at the time of application.

With respect to single-family, owner-occupied dwellings, as per Fort Collins ordinance Sec. 3.8.16, the number of persons may be increased to allow one additional person by the issuance of a "host family permit" provided that the following conditions are met:

- Adequate off-street parking is available to accommodate the additional occupant;
- There have been no violations the City Code or the Land Use Code at the premises for which the permit is sought within the twelve (12) months immediately preceding the date of the application for the permit; and
- At least two (2) months have elapsed since the issuance of any previous host family permit for the same premises.

# How does the Occupancy enforcement process work?

## Occupancy Enforcement

If you believe there is a home near you which is over-occupied, you can file a complaint by either completing an investigation form ([page 116](#)) or calling the Nuisance Hotline at 970-416-2200. Complaints can be made anonymously, although staff encourages signed complaints so they can work directly with neighbors to resolve the issue. All complaints will be followed up on. Over-occupancy can be difficult to prove. It is helpful if you can provide information such as license plate numbers of occupants.

## Investigation process:



- Staff may contact the owner/property manager and ask for a copy of a signed occupancy disclosure form. (These forms have been required since December 2005 and there is a potential \$1000 fine for not having one.)
- If the investigation produces reasonable cause to suspect over-occupancy, a City inspector gives notice to all tenants, the landlord, and the property manager stating they may receive citations.
- A reasonable amount of time will be given to correct the over-occupancy and come into compliance. A citation may be issued immediately.
- If a citation is issued, correcting the situation does not relieve any of the parties of the potential fine. The penalty can be up to \$1,000 per person, per day the home is over-occupied. Prompt compliance is recommended.
- After being cited, the parties will have 10 days to pay the fine or request a hearing with a hearing officer.
- If an investigation results in reasonable cause a rental housing violation exists, City inspectors may also conduct a rental housing inspection throughout the entire property.
- If participants request a hearing, they will appear before the court-appointed hearing officer. During this hearing, the hearing officer will look at the evidence, hear from all sides, and then make a decision.

## Can I turn my unit into an “extra-occupancy rental” to stay in compliance?



An extra-occupancy rental is a building or portion of a building that is rented to four or more boarders and which is NOT classified as a “dwelling unit” or multiple-unit building, such as an apartment building. The property owner does not have to occupy the building to qualify it as an extra-occupancy unit. Every extra-occupancy rental must either currently have or obtain a “Certificate of Occupancy (C.O.)” from the City. Getting this certificate requires that the building meet the City Land Use (Zoning) Code and City building regulations. For information, contact the Zoning Dept. at 416-274

## **Requirements for converting a single family dwelling into an Extra Occupancy Rental House (“EORH”)**

Converting a single-family dwelling to an EORH to be used as lodging for compensation and not occupied as a single family unit is considered a “Change of Occupancy” requiring the issuance of a new Certificate of Occupancy (CO) with an occupancy classification of R-2.

The following items are required and must be inspected by the City of Fort Collins prior to the issuance of a new CO:

1. A building permit issued through the Building Services Dept, to include all work involved with the conversion, with the minimum permit fee of \$100.00
2. All sleeping rooms shall be provided with an emergency escape window with a clear opening of 5 square feet maximum sill height of 48 inches.
3. One habitable room shall be a minimum of 120 square feet, with all other habitable rooms a minimum of 70 square feet, with no horizontal dimension less than 7 feet.
4. Plumbing systems shall be in good working order without leaks.
5. The building shall be in sound condition, providing protection to the tenants from elements.
6. The heating system shall be capable of maintaining 68 degrees from 3 feet off the floor and shall have been serviced by a City-licensed mechanical contractor within the past 12 months.
7. The electrical system shall be brought into compliance with the current National Electrical Code adopted by the City of Fort Collins, including a 3-wire grounded system, outlet and light fixture spacing, smoke detection, GFCI and Arcfault protection and location.
8. Stairs shall be in sound condition with a maximum rise of 8 inches and a minimum run of 9 inches and a ceiling height of 6 feet 4 inches.
9. Boarding houses with 6 or more sleeping rooms and/or 6 or more occupants shall also provide one accessible sleeping room which is provided with a visual and audible smoke detector, one accessible van parking space with wheelchair access into the building, one wheelchair accessible restroom complete with bathing facilities and clear space access to all kitchen facilities. Accessible features shall be designed in accordance with ICC/ANSI A117.1-1998 (Accessible and Usable Buildings and Facilities).
10. Off-street parking requirements

**Call 970-416-2326 for info on housing use conversions.**


## Frequently Asked Questions about Occupancy



- 1. I own my house. Do I still have to follow the occupancy code and complete a Disclosure Statement?** *Yes, upon purchase of home. If you have lived in your home for some time then you are not required to have a Disclosure Statement, unless you rent out rooms.*
- 2. What if my landlord doesn't ask me to sign the disclosure form?** *Ask them to provide the form for your signature. The disclosure form will protect both you and your landlord in the event of a violation investigation.*
- 3. Does the occupancy limit apply to apartments? Mobile homes? Duplexes?** *Yes to all. The occupancy limits apply to all dwelling units within city limits. There are apartment complexes built and approved for 4 tenants. These complexes have a disclosure statement to reflect this occupancy limit.*
- 4. What if I have guests on most weekends? Will I be in violation even though these guests don't technically live with me?** *It depends on if those guests are occupants. The occupancy limit applies to occupants - not guests. The code classifies anyone who spends more than 30 nights in a dwelling unit in a 12-month period as an occupant. Therefore, a frequent guest could actually be considered to be an occupant. If the City receives a complaint, there would be an investigation to see if there's reasonable suspicion of a violation of the occupancy limit.*
- 5. What does the occupancy enforcement process look like?** *The City has an Occupancy Compliance Inspector who is responsible for enforcing this code. He/she takes complaints, notifies owner/ tenants of the complaint, does an investigation, compiles evidence, and may issue a civil citation if a violation exists. The defendant could then go to court and the Judge (or referee) determines if the evidence shows a violation has occurred. If so, they will impose a fine and give an order to come into compliance.*
- 6. What if a house can easily accommodate more than three residents?** *The property owner can get the property designated as an Extra Occupancy Rental Home if the house meets certain criteria. For more details please download Extra Occupancy Rental House Regulations at [www.fcgov.com/nbs/pdf/extraoccupancybinder2.pdf](http://www.fcgov.com/nbs/pdf/extraoccupancybinder2.pdf).*




# Neighborhood Nuisance Codes



Landlords and tenants should be well-versed in local ordinances designed to protect the health, safety, and quality of life of all Fort Collins residents. Below is a list of the most commonly-violated neighborhood nuisance codes, which are specified in the Fort Collins Municipal Code, [www.colocode.com/ftcollins/municipal/begin2.htm#toc](http://www.colocode.com/ftcollins/municipal/begin2.htm#toc). Landlords may want to provide copies of this information to tenants upon lease signing, and/or incorporate compliance requirements into a written lease or House Rules. House Rules are strongly recommended as a means to clarify expectations and consequences between roommates. See **page 73** for suggestions about House Rules.

Most nuisance violations are civil, rather than criminal, violations of the Fort Collins Municipal Code. These violations are punishable by fines and administrative fees. If multiple violations occur, the property can become at risk of being declared a “public nuisance,” which has other consequences (see **page 50** for information specific to the City’s Public Nuisance Ordinance). Violation notices are not intended to be punitive; voluntary compliance is the City’s goal. Property owners (even if the house is a rental) will be given a reasonable amount of time to correct the violation and get into compliance. Extensions may be granted for mitigating circumstances such as weather or working with assistance programs. If someone needs an extension they will have to call the City’s Neighborhood Services Department, 970-224-6046, before the deadline expires.



While voluntary compliance for nuisance code violations is the goal, enforcement will be utilized if necessary. After the deadline for compliance has passed, a second or follow-up inspection occurs. If the violation still exists, the solution (usually abatement) oftentimes results in a private contractor being hired to correct the problem (i.e. remove the snow and ice, mow down the weeds, remove the trash, etc.). If the City abates the problem the property owner will be billed for the work, along with associated inspection and administrative fees. If the landlord and/or tenant disputes the correction/ abatement, they can request a Referee’s Review by calling 970-224-6046. Once the Referee enters a judgment, the property owner will receive word of that determination. The property owner should be prepared to pay the full amount of judgment (if any) including fees/costs at the time the Referee enters judgment. Unpaid bills will be turned over to a collection agency or **result in a tax lien on the property**. To learn more about the Assessment and Abatement Review process, see [www.fcgov.com/neighborhoodservices/pdf/assessment-abatement-review-procedures.pdf](http://www.fcgov.com/neighborhoodservices/pdf/assessment-abatement-review-procedures.pdf). A copy of the request for a Referee’s Review is located on **page 117**.

Some landlords impose extra fees/fines if a nuisance violation is not corrected within the allotted time (this should be listed in the lease). It is a good idea to provide the City’s Neighborhood Services Dept. with local contact information so that they can be notified when a violation occurs on their property.



In some cases, a criminal summons to Municipal Court is issued to the property owner and/or tenant for a violation of City Code. The Fort Collins Municipal Court is responsible for administering the operations of the judicial branch of City government, according to the ordinances adopted by City Council. Cases adjudicated in Municipal Court include misdemeanors and traffic violations. Generally, cases are brought to Municipal Court by Fort Collins Police Services, Colorado State University Police Department, Larimer Humane Society, City Attorney and other City departments. The fine schedule is set and periodically updated by the Municipal Judge. For municipal violations, the maximum penalty is \$1000 and/or 6 months in jail. In some cases, especially if a lease specifies that tenants are responsible for certain things (like shoveling the sidewalk), the cost the landlord incurs from the City could be passed along to the tenant. The lease should clearly address that type of situation.



**Noise violations** are *not* a civil infraction; this violation is charged as a criminal misdemeanor, which requires a higher burden of proof on the part of the City and which can mean harsher consequences for the person(s) found in violation of the noise ordinance.



- **Noise and nuisance gatherings** are major issues in Fort Collins neighborhoods. Section 17-129 of the Fort Collins Municipal Code gives police officers the right to make a “prima facie” determination as to whether or not noise is unreasonable, taking into account the time of day/ night, the type of the alleged noise disturbance, the type of neighborhood and the likelihood that the violation will continue. Noise violations are classified and prosecuted as criminal misdemeanors and fines for this violation can be as much as \$1000 (or six months in jail), so it’s in everyone’s best interest to keep an ear out for noise problems. Residents are encouraged to talk with their neighbors prior to having a gathering that could disturb others. Generally, if you can hear the noise from the property line (like the sidewalk), it’s too loud. If you’re having a party that is getting out of control, call the police for assistance. If you call before a neighbor reports a noise complaint, you might not receive a noise violation summons, depending on the circumstances. If a police officer comes to your door to speak with you about a noise complaint, do yourself a favor and be polite. It could pay off for you when the officer makes notations on the back of the noise ticket. Cooperation is the goal!



A fairly new program called the Party Registration is offered during the months of April, May, August and September. This program was developed to assist party hosts with the quiet and lawful monitoring of a house party in a residential neighborhood. See **page 58** for information.



- **Weeds and grasses** cannot exceed a height of 6 inches in yards and alleys or 12 inches in fields or undeveloped lots. Noxious weeds, which are pervasive and detrimental to Colorado landscapes, are prohibited in all areas, as they are easily spread through the air and underground. For a list of prohibited weeds, see: [www.cwma.org/weed.htm](http://www.cwma.org/weed.htm).





- Accumulations of **rubbish** such as vehicle parts, appliances, discarded household items, trash, branches and yard waste cannot be stored anywhere on your property (must be properly disposed of).



- **No furniture** designed and manufactured for **indoor use** can be placed in your yard, on an unenclosed porch, patio, or on the roof. These items can be a health or safety hazard, as well as an attractive nuisance for people and animals to disturb.



- The **unscreened storage** of materials not customarily stored outdoors in residential neighborhoods is restricted, including but not limited to: tires, construction materials, and household items. Broken toys and other miscellaneous house/yard debris must be shielded from public view or disposed of.



- **Motor vehicles** may be **parked** on any part of the property *as long as the surface is improved with a material* such as gravel, rock, concrete or asphalt and bordered to define the parking area. **Only 40% of the front yard may be improved unless on street parking is not allowed.** Parking in front of a neighbor's house is not illegal, although it can be very irritating. Try to avoid it if possible. Also be sure to park facing the right direction, and not blocking any sidewalk or driveway. For cul-de-sac residents, parking "nose-in" is unlawful.



- **Inoperable motor vehicles**, including those not currently licensed, cannot be stored on private property for more than 30 days unless they are screened from public view. Fabric car covers or tarps are *not* considered sufficient for screening. Inoperable vehicles parked on the street for more than 24 hours can be reported to the police.



- All homes are required to **shovel and de-ice the public sidewalk** adjacent to their property within 24 hours after the snowfall ends. If the sidewalk is not **completely** cleared of snow and ice and the City removes the hazard by shoveling and/or applying ice melt, the owner will be assessed a substantial cost. If a sidewalk gets buried by a snow plow after it's already been shoveled, residents should call the City of Fort Collins Streets Dept, 970-221-6615.



- **Trash** must be stored in metal or plastic cans with tight fitting lids or in sealed plastic bags. Trash containers must be stored where they are not visible from the street and placed out for collection no earlier than 12 hours before scheduled pickup. They cannot remain there for more than 12 hours after pickup. **Containers cannot be placed on the street or sidewalk where they will interfere with pedestrians, bicycles and vehicles.**



- **Dirt and/or dead yards** are prohibited. At least 80% of all yards visible from a public street or sidewalk must be covered with some kind of plants, shrubs, trees, grass, or other ground cover material like mulch, gravel, paving bricks, etc. Violations will not include yards that can only be seen from an alley or a neighboring property (it must be in public view).



- **Fences** that are visible from a public street or sidewalk must be maintained in good condition and cannot have missing or broken slats, sections or posts. It may be possible for low-income and/or disabled citizens to qualify for assistance programs that will help put them into compliance with the fence and yard codes. Call 970-224-6046 for information. Also note that within the animal section of the Fort Collins Municipal Code, fences that are inadequate and cannot contain a pet are also deemed unlawful.

## Violations add up!



**The Public Nuisance Ordinance (PNO)** may be issued to the property owner when the City determines that too many code violations resulting in tickets/citations being issued have occurred within a set timeframe. After the first ticket is issued, the violator, property owner and property manager receive a letter from the City explaining the PNO consequences, and encouraging positive resolution so no additional tickets are issued. The PNO may apply when 2 tickets are issued for the same code violation within 6 months or; 3 or more separate code violation tickets are issued within 12 months or; 5 or more separate code violation tickets are issued within 24 months. It is important to note that nuisance violations stay with the property, not the person (tenant).

If you are interested in learning more about where and when nuisance violations occur in Fort Collins, you can view a detailed map at [www.fcgov.com/neighborhoodservices/pdf/2008violations-map.pdf](http://www.fcgov.com/neighborhoodservices/pdf/2008violations-map.pdf). Prospective tenants may want to check in with the City's Neighborhood Services Department, 970-224-6046, prior to renting a house that may have multiple nuisance violations attached to it.

## Animal Codes



- There are no limits on the **number of domestic pets** a household can own, other than they must be “*properly maintained in a healthy condition without presenting a health or safety hazard to the owners, keeper or others and without constituting a nuisance to the occupants of neighboring properties.*” This means that the number of animals a particular property houses is directly correlated with the degree of potential problems, such as odor, sanitation, and health and safety issues for the animals and surrounding properties.



- **All dogs and cats within the City limits must be licensed** yearly through the Larimer Humane Society. Failure to properly license your pet can result in a Municipal fine if the animal is impounded. Licensure requires proof of a rabies vaccination. License tags should be worn by the animal, along with an identifying tag.



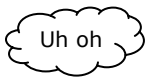
- Fort Collins has a strictly-enforced **leash law for dogs, cats, and other permitted domestic animals**. These animals must be kept on a leash if they are not confined to a fenced yard or designated dog park. This includes neighborhood parks and natural areas, alleyways and school yards. The purpose of the “leash law” is to protect both the pet and the public. Just because your dog has never bitten anyone or any other animal doesn’t mean he won’t, if given the right circumstances. Holding the leash while your loose dog walks alongside of you is also prohibited: **all animals must be physically restrained when in public**. The ordinance also requires that **all fences** intended to confine an animal must be **secure and in good repair**. It is not unlawful to chain a dog in a yard, but is not recommended by the Humane Society of the United States. A Public Nuisance could be declared if any owner or keeper fails to exercise proper care and control of his/her animal which causes a safety or health hazard, damages or destroys the property of another or creates offensive odors which materially interfere with or disrupt another person in the conduct of lawful activities at such person’s home.



- **Barking/howling dogs** can be an irritant in a neighborhood setting. While it is important to understand that dogs bark incessantly for specific reasons (boredom, anxiety, fear, etc.), it is unlawful to allow this behavior to negatively impact others. Sec. 4-94, Animal disturbance of peace and quiet prohibited, states that “No owner or keeper of an animal shall permit such animal to make unreasonable noise or disturb the peace and quiet of any person by barking, whining, howling, yowling, squawking or making any other noise in an excessive, continuous or untimely fashion. For purposes of this Section, *unreasonable noise* shall mean “any sound of such level and duration as to be, or tend to be, injurious to human health or welfare, or which would unreasonably interfere with the enjoyment of life or property.” Animal Control Officers will respond to noise disturbances when a citizen makes a formal complaint through the Larimer Humane Society, 226-3647. Anonymous complaints are not permitted.



- Some neighbors get very concerned when they feel **someone is not taking care of their pet**. This is an emotional and subjective issue, governed by Sec. 4-70 of the Municipal Code. The law requires that animal owners must provide “sufficient, good and wholesome food and water, proper shelter and protection from the weather, veterinary care (when necessary).” **It is not unlawful to leave an animal outside** in inclement weather so long as the animal has food, water and shelter. It is permitted to chain up a dog on private property. It IS unlawful to beat, cruelly ill-treat, torment, overload, overwork, otherwise abuse or needlessly kill an animal or cause, instigate or permit any combat between animals or between animals and humans. It is against the law to transport or confine an animal in or upon any vehicle in such manner as to endanger the animal’s health or life, such as leaving a dog in a hot car, even for a minute. It is also illegal to abandon an animal. The Larimer Humane Society makes every attempt to find permanent homes for unwanted animals, if they are in adoptable condition. It is unlawful to shoot an animal, even as a form of euthanasia, within the city limits.



- The owner or keeper of any animal is responsible for the immediate removal of any feces deposited by their animal on any property, public or private, not owned or exclusively occupied by the owner or keeper. The owner or keeper of any animal shall also be responsible for the periodic removal of feces deposited by such animal on property owned or exclusively occupied by such owner or keeper so as to prevent the creation of a public nuisance. What this means is that a pet owner is responsible for picking up the waste product of his/her animal, immediately if on public property and regularly on private property, so as not to create an odor or sanitation problem for neighbors. See Section 4-71 of the Fort Collins Municipal Code for more information.



- **Dogs and cats bite** for a variety of reasons. A dog could be provoked to attack if it is scared, sick, excited, or guarding their possessions. Regardless of the reason, however, vicious animals are a serious problem in some neighborhoods. Under Section 4-96, a **vicious animal** is defined as one who “bites, claws or attempts to bite or claw any person, bites another animal or in a vicious/terrorizing manner approaches any person in an apparent attitude of attack, whether or not the attack actually happens.” It is important to report vicious animals to the Animal Control Division of the Larimer Humane Society, so they can investigate the complaint and take necessary action. Fences, which are intended as enclosures for animals, must be securely constructed, adequate for the purpose and kept in good repair. This is a legal requirement and is enforced by Animal Control on a complaint basis. There are a few exceptions to this law: when an animal attacks in self defense of its young; attacks another animal or engages in conduct reasonably calculated to provoke the animal to attack or bite; attacks someone who has unlawfully trespassed into an enclosed portion of the premises upon which the animal was lawfully kept; attacks to prevent an assault of a person; when a person attempts to stop a fight between animals, attempts to aid an injured animal, or attempts to capture the animal in the absence of the owner or keeper (with the exception of a peace officer, firefighter, animal or code enforcement officer in the performance of duties).

## What if a dog attacks me/my child/my pet?



If you are bitten by an animal, particularly if skin has been broken, you should report it immediately to Animal Control, 226-3647. Pertinent information regarding the circumstances of the bite will be collected by APC staff, such information about the animal's owner, the victim of the bite, and the animal itself. This also includes checking the vaccination status and condition of the animal. State, municipal and county law requires that certain animals be tested or confined for a period of time no less than ten days from the date of the bite for purposes of rabies quarantine. This quarantine can be either at the owner's residence, a vet clinic or the Humane Society, at the APC officer's discretion. At the end of the quarantine period the animal is visually checked (by the officer if at home or a vet clinic, by shelter staff/vet if kept here) and released from confinement if no issues are identified. If the animal has a history of attacks, the dog could be euthanized at the expense of the owner, and municipal charges could follow.



For a more in-depth look at neighborhood nuisance codes, get a copy of the City of Fort Collins booklet "Citizens Guide to NBS Services," [www.fcgov.com/neighborhoodservices/NBSbooklet](http://www.fcgov.com/neighborhoodservices/NBSbooklet).

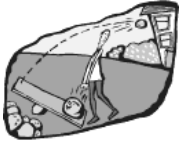


**LARIMERHUMANESOCIETY**

**"To Promote and Provide the  
Responsible Care and Treatment of Animals."**

6317 Kyle Ave., Fort Collins, CO 80525  
(970) 226-3647  
[www.larimerhumane.org/](http://www.larimerhumane.org/)

# Neighborhood Relations: tensions between renters and homeowners?



Sometimes conflict occurs between homeowners/longer-term residents and renters in a neighborhood if the two households have not established a good communication system prior to a dispute escalating. If there is some sort of friendly relationship established early-on, a conflict can likely be resolved before it escalates to the point where others (such as police or a homeowner association) have to intervene. Additionally, people simply don't know what their legal responsibilities are as Fort Collins neighbors.

## The most common types of neighborhood conflicts are:

- Noise and nuisance complaints
- Parking problems
- Over occupancy concerns
- Animal disturbances
- Property maintenance issues
- Safety issues, such as speeding cars



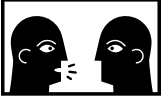
Getting to know people who seem different than you can be challenging, even to the most outgoing neighbor, so here are **some tips to increase understanding, tolerance and respect** between you:

- When approaching a neighbor with a problem, do so when you're not angry. If you act respectfully in your communication, it is more likely that your neighbor will be willing to hear you out and help resolve the problem.
- Watch your verbal and body language; being perceived as patronizing, standoffish or irate can really impede communication. Try not to use inflammatory language that will put people on the defensive.
- Do not use generalizations such as "this is a college town, get used to it" or "all students are spoiled and irresponsible."
- Stay calm and keep your voice level even – most times people will mirror your behavior. Try to smile, if possible; offer other friendly gestures so the neighbor will remain open to hearing you out.
- Prepare ahead of time. If you know there is a chronic complainer in your neighborhood, try to anticipate what their interests might be and go from there (i.e. property value, safety, quiet, etc.).
- Remember that everyone has a story, and sometimes that story is directly contributing to the problem. If you are willing to try and understand the other person's perspective, you may be able to help each other resolve your shared problems. And who knows, you might even make a new friend/ally in the process!



## Effective Communication techniques

There is a very good method people can use to help patch up misunderstandings, squabbles, or downright fights with neighbors. It is called the **Effective Communication Formula**. You may have to practice before you try it out, but when offered in a genuine, calm way, it really works! It looks like this:



1. State what you see/hear
2. Reframe negative language
3. Acknowledge the other's perspective
4. Take responsibility for your part
5. Tell your neighbor what you'd like to see happen next

***For example:*** "I can see you're upset with me and I'm sorry. Last night we were both pretty angry and I know that didn't help us address the party issue in a mature way. I don't have a family yet but I can imagine how frustrating it must be when a neighbor's party gets out of control and you have to call the police for help. I know I told you I'd keep all our guests inside but unfortunately some of them slipped out and woke you up. I should have kept better track of them. I just want you to know that I have already spoken to my roommates and we've agreed that we will not host any more parties this semester. If we do have more than a few friends over, like for Bronco games, I will check in with you to let you know. We want to be on good terms with our neighbors like we were when we moved in. Is there any way we could help restore trust with you?"



Free and effective mediation services are provided for Fort Collins neighbors who are willing to work together to resolve shared issues. Contact the City's Community Mediation Program for more information, [www.fcgov.com/mediation](http://www.fcgov.com/mediation) or 970-224-6046.



Bottom line is: you can teach others how to treat you. If you're feeling ganged up against because you are a renter in a mostly owner-occupied neighborhood, try to get invested in the well-being of the area.

The old saying "if you can't beat 'em, join 'em", seems to work well in mixed neighborhoods. Good luck!

## College students in neighborhoods and the Community Liaison Program



In a college town like Fort Collins, many students opt to rent homes off-campus. Having students in neighborhood can mean many things, some good, some that could be improved with a little work up front. Although it may not be fair, certain stereotypes could factor into a student's ability to "fit well" into an established neighborhood. Issues stemming from different age and lifestyle differences can lead to conflict quickly if not addressed early on.

Ideally whenever someone new moves into a new neighborhood, whether they are students or not, the existing neighbors should make an effort to welcome the newcomers and to orient them about neighborhood norms and expectations. If people can establish good communication and a friendly, cooperative relationship up front, that could mean the difference between ongoing conflict and neighborhood peace. This is not always an easy thing to accomplish, particularly if one or more parties are adverse to the idea of "being part of the solution."

Fortunately the City of Fort Collins and CSU have many great resources available for student and non-student neighbors. In 2001 the City and CSU (Off-Campus Life dept.) developed and funded a partnership called the **Community Liaison Program (CL)**, which offers a wide variety of programs and services designed to bring the two communities together and to promote safe, clean, diverse neighborhoods.

### **The Community Liaison helps neighbors:**

- Understand and build relationships with college students
- Become familiar with local codes and ordinances and the process of enforcement
- Appreciate how the City and the University collaborate
- Connect with City and Colorado State University resources

### **The Community Liaison helps students:**

- Understand the rental process
- Recognize their rights and responsibilities as citizens of Fort Collins
- Understand local codes and ordinances and the process of enforcement
- Locate volunteer opportunities in the community

The Community Liaison Program uses a multifaceted approach to reach its goal of improving relationships and quality of life issues in Fort Collins' diverse neighborhoods. See next page for CL programs and services.

For more information about the City/CSU Community Liaison Program: [http://ocssral.colostate.edu/Data/Sites/1/documents/OCSS/CL\\_BrochureFINAL100906.pdf](http://ocssral.colostate.edu/Data/Sites/1/documents/OCSS/CL_BrochureFINAL100906.pdf)





## Components of the Community Liaison Program

### 1. Education

- a. Informing neighbors about how to peacefully co-exist with students
- b. Informing students about their rights and responsibilities while living in neighborhoods regarding city ordinances, parties and riot prevention tips
- c. Programs include: U+2 occupancy campaign, Duh campaign, Off-Campus Presentations/Jeopardy, Rose Campaign, Educational Decks of Cards, Renting 101 class, Party Partners noise class & the Off-Campus Living handbook distributed to all residence hall students.
- d. Assisting with coordination of annual spring Housing Fair for off-campus student housing needs.



### 2. Promote community connectedness

- a. CSUnity – annual spring community service event –nearly 2,000 students volunteer in neighborhoods.
- b. Fall-Cleanup Project - a one day community service event where students voluntarily assist elderly/disabled neighbors with yard work.
- c. Community Welcome-Colorado State University & City staff, students, police, & non-student neighbors team up annually to walk the neighborhoods near campus to greet residents and distribute educational material on being a good neighbor.

### 3. Strengthen community partnerships

- Associated Students of Colorado State University
- CSU Conflict Resolution and Student Conduct Services
- CSU Greek Life
- CSU Police Services
- CSU Student Legal Services
- CSU Student Leadership, Involvement, and Community Engagement
- CSU Housing & Dining Services
- City of Fort Collins Building Services Department
- City of Fort Collins Neighborhood Services and Code Enforcement
- City of Fort Collins Police Services
- Northern Colorado Rental Housing Association
- Neighborhood groups
- Team Fort Collins
- Responsible Alcohol Retailers and
- Campus/Community Alcohol Coalition
- Downtown After Dark
- Neighborhood Task Force



### 4. Connects citizens with local resources

- a. Refer residents to Landlord/Tenant Handbook
- b. Assist residents when neighborhood, landlord/tenant or roommate conflicts arise
- c. Refer residents to the Community Mediation Program
- d. Adopt-A-Neighbor Snow-shoveling Program
- e. Provide direct links to various City & campus departments



## 5. Enforcement

- a. Collaboration between the City and Colorado State University to ensure that students will have appropriate consequences with both institutions for off-campus tickets
- b. Party Partners, a class for students who receive noise tickets. The class reviews the riot law, underage drinking, binge drinking, hosting responsible parties
- c. Public Nuisance Ordinance, a local law used for dealing with chronic problem properties

## A few highlights of the Community Liaison Program that directly impact neighborhoods:

### Party Partners Workshop

Party Partners is a class that serves as an educational referral for CSU students who have received a noise violation in Fort Collins. Party Partners is geared at educating students on their civic responsibilities, helping prevent problem behavior off campus, and helping students become true residents, instead of temporary visitors in the community. Party Partners is a collaborative effort between the City of Fort Collins Police Dept., Neighborhood Services, CSU Conflict Resolution and Student Conduct Services and CSU Off-Campus Life.

Several years ago the City of Fort Collins added a non-student noise/party workshop, administered through the Police Dept and Fort Collins Municipal Court. The idea is the same as Party Partners: residents who receive a noise violation are required, as part of their plea agreement (noise violations are misdemeanors in Fort Collins), to participate in an informational, preventative program that strives to educate people about the impact noise and parties have on neighborhoods.

### Party Registration Program

Colorado State University's off-Campus Life and the City of Fort Collins neighborhood Services Office have developed an innovative party registration program to support commuter students living off campus and address the issue of noise complaints in the community. The program, which came about after numerous requests from students living off campus for a formal warning system, was developed as a collaborative effort between the university and the city. Registrations are accepted for Friday and Saturday evening parties. Hosts have to register their parties in person by 5 p.m. each Thursday to be eligible. CSU students register at Off-Campus Life office while all other residents must register at the city's Neighborhood Services Office, 281 N. College. Registrations are accepted during the months of April, May, August & September.





## **Renting 101 Presentation**

Created for students looking to move off campus for the first time, this class helps participants learn how to navigate the rental process and become informed, empowered tenants. Guest speakers tackle topics of lease-signing, budget, city ordinances, fire safety, rental housing standards, off-campus parties, and renter's insurance. At the completion of this course, each student receives a "Preferred Tenant" certificate.

## **Neighborhood Dialogues (Fall & Spring semesters)**

Organized neighborhood discussion groups for student and non-student neighbors, designed to explore stereotypes and common misperceptions about one another. Participants are encouraged to search for common ground and work towards increasing understanding and acceptance of one another.

## **Party Packs**



This handy bag of resources/materials is designed to help students have fun and entertain guests without disturbing their neighbors, violating the law, and/or getting the police involved. A party pack contains bottled water, a party smart t-shirt, brochures about city ordinances and important party information, a chip clip, a flashlight for clean-up, Duh Posters, tape, and more! Party packs are free, available through the CSU Off-Campus Life and have shown to greatly reduce the number of noise/nuisance complaints in Fort Collins.

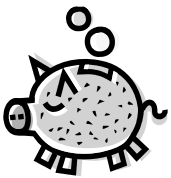
## Affordable Housing



By many peoples' standards, Fort Collins is an expensive place to live. Finding a rental unit that meets the tenants' needs, including their financial limitations, can be a challenging task. Fortunately, there are a few options for those in need of affordable housing. In addition to local programs, some landlords will work with tenants to adjust the rent to a more affordable level, and/or work out a manageable payment plan.

The City of Fort Collins considers the provision of housing as a basic human need, and therefore has assumed the responsibility to work towards increasing the availability of affordable housing in the community. The City annually commits \$1.5 to \$2 million dollars to a number of programs that specifically target affordable/attainable housing. Private citizens have access to these programs, both to rent and to purchase housing, if they meet specific income and other guidelines.

### What is Affordable Housing?



Affordable housing is defined as that which costs no more than 30% of a family's gross monthly income for rent and utilities. Costs for mortgage, utility, taxes, interest and insurance should be no more than 38% of one's gross monthly income for housing ownership to be considered affordable. Issues of housing affordability are a matter of comparing the costs of available housing in an area with the incomes of the population of that area. According to the U.S. Dept. of Housing and Urban Development (HUD), low income persons earn less than 80% of an area's median income. Very low income persons earn 50% or less of an area's median income. The 2010 Area Median Income (AMI) for Fort Collins is \$74,980 for a family of four. AMI is set by HUD. No adjustments or deductions apply. Deposits are based on the minimum rents, and may possibly be paid in installments. Some sites may allow one pet with a required set amount deposit (height and weight restrictions).



## Fort Collins Affordable Housing Programs

<p>CARE Housing 970-282-7522</p>	<p>Advocates for and provides affordable housing to low income working families, with supportive services to strengthen and empower families, and build community. <a href="http://www.carehousing.org">www.carehousing.org</a></p>
<p>Community Partnerships Division, City of Fort Collins 970-221-6758</p>	<p>Housed in the Advance Planning Dept, works to address local affordable housing and human service issues. Manages a semi-annual competitive process for awarding federal and local funding to affordable housing developers and area non-profits. <a href="http://www.fcgov.com/affordablehousing">www.fcgov.com/affordablehousing</a></p>
<p>Consumer Credit Counseling Service 970-229-0695</p>	<p>Many programs, such as the Financial Counseling Program, help families prevent and resolve financial problems and learn money management skills. <a href="http://www.ccsnc.org">www.ccsnc.org</a></p>
<p>Fort Collins Housing Authority 970-416-2910</p>	<p>Secures public and private sector funds to develop, manage and administer affordable housing for low income families within the corporate limits of Fort Collins. <a href="http://www.fcgov.com/housingauthority">www.fcgov.com/housingauthority</a></p>
<p>Habitat for Humanity 970-223-4522</p>	<p>Eliminates substandard housing and homelessness by making adequate, affordable shelter a matter of conscience and action. Families contribute toward construction. <a href="http://www.fortcollinshabitat">www.fortcollinshabitat</a></p>
<p>Home Buyer Assistance Program  970-221-6758</p>	<p>Provides funds to income-eligible households for down payment and closing costs to purchase a home. <a href="http://www.fcgov.com/affordablehousing">www.fcgov.com/affordablehousing</a></p>
<p>Neighbor to Neighbor 970-484-7498</p>	<p>Empowers people and provides housing opportunities through education, advocacy, counseling and partnering with the community. Provides first-time homebuyer education classes. <a href="http://www.n2n.org">www.n2n.org</a></p>





Fort Collins is fortunate to have a local agency to help lower-income residents secure safe, affordable housing options. Below are a list of the different types of services and programs offered. For more detailed information, visit [www.fchousing.org/index.cfm](http://www.fchousing.org/index.cfm).

## FCHA programs and services:

### Housing Choices Voucher Program/Section 8

The Housing Choice Voucher Program (Section 8) provides rental assistance to private landlords on behalf of low-income families. Rent is set by the landlord and approved by the Housing Authority. The family's portion of the rent is based on 30% of adjusted income; income is adjusted by allowing deductions for childcare, disability/elderly status and, out-of-pocket medical costs for the disabled or elderly. If the family pays their own utilities, the rent calculation takes that into account. The Housing Authority pays the balance of the rent directly to the landlord each month. The landlord sets deposits. The Housing Authority has no control over these deposits nor is deposit assistance available through us.

**Note:** *This is a popular program and many times the wait lists are lengthy. Call 416-2910 or stop by 1715 W. Mountain Avenue for more information.*

INCOME LIMITS	
Household Size	Housing Choice Voucher
1 person	\$24,000
2 persons	\$27,700
3 persons	\$31,150
4 persons	\$34,600
5 persons	\$37,350
6 persons	\$40,150
7 persons	\$42,900
8 persons	\$45,650



**Fort Collins (and Wellington) Public Housing Program**

This program is similar to the Housing Choice Voucher Program except you must live in a unit through the Northern Hotel, Villages, Care Housing (must meet Care Housing requirements), or Neighbor to Neighbor (must meet Neighbor to Neighbor requirements) for at least one year. Your rent is approximately 30% of your adjusted income. **Waitlist: 4 to 24 months, depending on the property.**

**Project Based Voucher Program**

This program is similar to the Housing Choice Voucher Program except you rent from a private landlord and must live in a specific unit for at least one year. After the first year, if a Voucher is available, you can use the voucher rental assistance with the same or other private landlords. The family's portion of the rent is based on 30% of adjusted income (and FCHA pays the difference). Income is adjusted by allowing deductions for childcare, disability/elderly status and, out-of-pocket medical costs for the disabled or elderly. If the family pays their own utilities, the rent calculation takes that into account. Project based Vouchers can be used at the following:

- **Northern Hotel** - *Wait Time: 4-8 months*
- **Villages** - *Wait Time: 12-24 months*
- **Neighbor to Neighbor** - Must meet Neighbor to Neighbor Requirements (*contact N2N for wait times, 484-7498*)
- **Care Housing** - (*contact CARE Housing for wait times, 282-7522*)

**Villages Affordable Housing Program**

If you're looking for a reasonably priced, well-maintained apartment or home to rent, you may find it at Villages. Because the properties are owned by a non-profit public entity (whose mission it is to provide and promote affordable housing, economic opportunity and a safe living environment free from discrimination), tenants are treated like people, not profits. Villages provide:

- Flexible, affordable options to fit your lifestyle, from apartments to single family homes for singles, couples or families
- Affordable rents based on YOUR income, as long as you are above the minimum income requirements
- Flexible lease length and security deposit options, even for people with low or no credit
- A warm, caring professional staff who deal with your situation individually and works with you to find the right housing option

**Villages** is a separate, private nonprofit program administered by the Fort Collins Housing Authority. While employment is not a requirement, a minimum income is - wages or other benefits can be applied to meet eligibility guidelines. With so many properties, the wait is usually short and dependent upon verification of eligibility and unit availability. Rents are either the minimum rent (per bedroom size) or 30% of your gross income, whichever is higher. No adjustments or deductions apply. Deposits are based on the minimum rents, and can be paid in installments. Some sites may allow one pet with a required \$300 deposit (height and weight restrictions apply).



The minimum income varies by bedroom size needed:

<b>NOTE:</b> these income totals must be verified at the time of eligibility determination.	
	<b>Monthly income</b>
<b>One Bedroom</b>	<b>\$965</b>
<b>Two Bedrooms</b>	<b>\$1,158</b>
<b>Three Bedrooms</b>	<b>\$1,335</b>
<b>Four Bedrooms</b>	<b>\$1,492</b>

(2008 rates)



### **Northern Hotel Program**

This beautiful historic building in Old Town Fort Collins has been renovated to provide one- and two-bedroom apartments for families in which the head of household or spouse is 55+. Rents based on 30% of adjusted income.

The Northern Hotel's amenities include new carpet and vinyl flooring, dishwashers, ceiling fans, and new laundry facilities on each of the three floors. Elevator access to the residential floors is controlled by a security system. Wheelchair-accessible and adaptable apartments are available.

The Northern Hotel is owned by the Northern Hotel Limited Partnership and is managed by the Fort Collins Housing Authority. The Housing Authority may allow one small pet with a required, additional \$300 deposit. ***Wait Time: 4-6 months.***

### **Single Room Occupancy (transitional housing) for homeless persons**

This program provides transitional housing for homeless single men and women. In the SRO's residents rent a private room with shared bathrooms, kitchen, and living area. The process to get into an SRO is relatively quick, oftentimes within 3 months. When the SRO program is full, a waiting list of people who have been pre-approved is created so that folks can move in as soon as there is a vacancy. With three different sites and income requirements, individuals who find jobs and also those who need extra time to set up support services will be considered. The SRO sites have resident managers and case managers may be provided through the Larimer Center for Mental Health, the PATH program, and/or the Murphy Center (see [page 69](#) for homeless prevention resources).





## **Housing Authority Homeownership Program**

The Housing Choice Voucher (HCV) Homeownership Program enables a current HCV holder to use that voucher to assist with a mortgage payment, as opposed to a rent payment. The family must meet the following eligibility criteria in order to be placed on the waiting list:

1. Be a current participant in the HCV program through the Fort Collins Housing Authority (FCHA)
2. Have been a participant in FCHA's HCV program for the past year
3. Be in good standing with FCHA
4. Be a first-time homebuyer
5. Be currently employed full-time and for the past year \*
6. Earn an annual income of at least \$10,300

\*Does not apply to disabled families

If a family meets the eligibility criteria they are placed on the waiting list, which is currently about 1 - 2 years. When a family begins working with the Homeownership Coordinator they start by setting interim goals to move toward their final goal of homeownership. The family may need to work on their budget or start a savings plan. Or they may need to focus on paying off some debt or clearing up their credit. The family will also be required to complete a first-time homebuyer class and a financial fitness class.

When the family has completed all of their short-term goals they will begin working with an approved lender to get pre-qualified for a home loan. The lender will use the Housing Authority's contribution to increase the buying power of the family. After pre-qualification the family will work with a realtor to search for a home to purchase on the open market. The Homeownership Coordinator will work closely with the family to help with and provide resources for down payment assistance, home inspections, lenders, loan products and anything else that comes up during the home buying process. Program

Website: [www.fcgov.com/affordablehousing/hba.php](http://www.fcgov.com/affordablehousing/hba.php)


## **Neighbor to Neighbor (N2N)**



Neighbor to Neighbor (N2N), a longtime affordable housing and rental counseling non-profit with offices in both Fort Collins and Loveland, has as its mission: our agency empowers people and promotes housing opportunity through counseling, education, supportive services, community partnerships and the provision of multi-family affordable housing. N2N fosters positive outcomes and stable housing along all points of the housing continuum, from homelessness through home ownership. Neighbor to Neighbor is the primary housing resource for Larimer County residents, with services fostering the basic human need for stable housing for people from the homeless to home owners. For more information about Neighbor to Neighbor, contact: 970-484-7498 [www.N2N.org](http://www.N2N.org)

## N2N Programs and Services

### Emergency Rent Assistance



Emergency Rent Assistance is limited to helping clients retain their current housing. Generally, N2N likes to see that clients/tenants have been in their housing for at least 60 days (to demonstrate affordability of their housing). N2N is not able to support cases where rent is not affordable (i.e., where rent is greater than 50% of income; ideally rent should equal about 30% of income). The client must have worked out a plan for sustainability to demonstrate housing stability in subsequent months. This ensures that the client is taking steps to become self-sufficient and will be able to maintain their housing after assistance is awarded. Written documentation N2N requires includes:

- Reason the client is behind on rent
- Proof of income (net income must be at least double monthly rent)
- '3-day notice to comply or vacate' (from landlord)
- A money order or receipt to the landlord for any amount owed over \$300, OR a verified payment plan from the landlord
- Clients cannot receive more than \$300 in total rent assistance from N2N, and must have exhausted all other resources (i.e., family, friends, reducing expenses, etc.). N2N's financial assistance is limited to once per calendar year, or three times in a lifetime.

Rent assistance is limited monthly. Monies cannot be 'held' for clients; pending submission of all necessary documentation, eligible clients will be awarded rent assistance fund.



### First Month's Rent Assistance Program

This program assists homeless and near homeless families to attain affordable, sustainable housing. The costs incurred during moving into a new rental often exceeds \$1,200 (a combination of deposit and first month's rent). Because it is difficult to save enough money to cover both of these payments, N2N provides financial assistance for the first month's rent, absorbing some of the move-in costs. The program offers a grant of one month's rent, up to \$450 for eligible households. N2N has strict eligibility requirements for recipients, to ensure that clients are entering into a sustainable living situation. Eligibility requirements include:

- Clients may only apply for assistance when they are leaving a homeless or potentially homeless situation for one of stable, affordable housing. Documentation verifying that they are about to lose housing, or are currently homeless is required.
- Clients must be able to prove that their new housing is affordable by showing that their total household income is at least two times the amount that they will be paying in rent.

- Clients may access First Month's Rent Assistance only after they have exhausted all other resources (family, friends, reducing expenses), and will be limited to \$450 (but never more than one month's rent).
- Deposit fees are not eligible expenses. If the client owes for deposit expenses, they must show a receipt or money order for the amount owed or a written payment plan from the landlord.
- Clients must provide a letter of reference from an employer or prior landlord.
- N2N counselors can provide housing search assistance, to identify local rentals that fit within the household budget.
- Clients must provide a copy of an *unsigned* lease for a minimum of six months for the new rental. N2N counselors review the terms of the lease with the client prior to approving assistance.
- Checks for First Month's Rent Assistance are made out directly to the landlord to ensure funds are used for housing expenses only.
- Clients accessing First Month's Rent Assistance funds are required to attend a one-on-one housing counseling session with one of N2N's HUD-Certified housing counselors. The counseling session focuses on renters' rights and responsibilities, understanding the terms of a lease, local resources, and budgeting skills.
- Prior to meeting with a counselor, applicants complete a short budgeting pre-test designed to assess basic financial literacy. To be eligible for assistance, clients must pass a budgeting post-test following the counseling session. This ensures that budgeting basics have been covered by the counselor and promotes financial self-sufficiency.
- Clients who access First Month's Rent Assistance are not eligible for other financial assistance from N2N for 12 months.
- Clients are allowed to access First Month's Rent Assistance once per lifetime.

### **Rental Counseling**

N2N assists families and individuals who are homeless and renting to identify, secure and maintain affordable, sustainable housing, and work toward self-sufficiency. N2N provides free, confidential counseling to help people find and maintain appropriate rental housing, and identify resources to help stretch their budget and prioritize stable housing. N2N rental counselors:

- Review client budgets and provide housing search assistance based on budget and family housing needs
- Provide guidance about landlord/tenant rights & responsibilities
- Provide referrals to community resources
- Identify logical next steps to stabilize or resolve housing crisis



**CARE Housing** is a non-profit organization providing earnings-based rental housing and support services to working families. Rents are 20%-45% below market rate properties and are based on 30% of the resident's household income. CARE Housing, Inc. was established in 1992 with a mission to advocate for and provide affordable housing to low income working families, with supportive services to strengthen and empower families, and to build community.

CARE Communities are well maintained and each has its own on-site resident manager. There are two and three-bedroom units at several convenient locations in established neighborhoods throughout Fort Collins. CARE Housing, Inc. is a unique partnership of public, private and religious sponsorship with expertise in housing, finance, business, construction, property management, and social service. For more than 10 years, CARE Housing has been recognized as a highly respected leader and provider of quality affordable housing for working Fort Collins families that earn 30%-60% of the Area Median Income.

Through an active resident council, you have the opportunity to become involved in your community and have a voice in shaping and promoting CARE Housing. CARE's Staff is available to you, including a social worker to provide support for all residents in a group or one-on-one setting.

CARE's rental rates are based on your earnings. Our rents are structured to provide you with high quality living at affordable prices. To qualify for CARE Housing you need to meet certain criteria. Applicants must:

- Have a dependent child living with them
- Work at least 20 hours per week
- Meet federal earnings requirements based on the size of your family
- Recertify income annually

## Homeless prevention/assistance resources

In these difficult economic times, many more people, including families, are facing the prospect of homelessness. It is estimated that up to 26% of homeless people are employed, and 30% of the homeless are families with minor children. In such dire circumstances it can be confusing and scary to start researching options to help put a roof over one's head. Fortunately, Fort Collins has some very helpful programs available to those who are, or are at risk of becoming, homeless.



### Local resources

Emergency housing for homeless men and women is available through the **Catholic Charities Hostel of Hospitality (The "Mission")**, 460 Linden Center Dr., Fort Collins. Accommodating up to 40 persons, including single men, single women, and families, the mission operates as a both an emergency and temporary shelter. An evening meal and breakfast are served, and there are facilities for showers and laundry. Call (970) 484-5010 for more information.

The **Open Door Mission**, 316 Jefferson St., has worked for over 20 years to provide shelter, day center services, meals, and recovery help to homeless individuals and families. The religion of a client does not matter, as the point is to keep *all* people safe and off the streets. The Open Door Mission strives to help those in need and to improve how homeless people are treated by society. Call (970) 224-4302 if you have questions about the services provided.

**The Sister Mary Alice Murphy Center for Hope** is a new facility in North Fort Collins, 242 Conifer Street., (970) 494-9940. The Center for Hope is a resource center for families and individuals who are homeless or on the brink of homelessness. It is a place for people who are ready to make life changes to overcome their current situation, and who need some help doing so. The mission of the Center for Hope is to help these families and individuals achieve stability and long-term self-sufficiency. The Murphy Center provides case managers to work very closely with clients and connect them with the appropriate community resources for their particular needs. The Center also provides a variety of complementary services such as: employment resources, housing resources, financial counseling, transportation assistance, job training and educational opportunities, mental health and substance abuse counseling, and access to a telephone and computer for making employment contacts. These services are provided at the Center by a variety of local human services agencies. This facility is the base where these resources are linked together and people find the support they need to make changes in their lives. The center also has mailboxes and voicemail for homeless people who find it hard to network for jobs or acquire necessary documents to get their jobs, homes and public services.



# Roommates



Choosing to live with housemates is a very important decision. Not only will you be sharing close living quarters but you'll also be forming a 'household' complete with bills, chores, personalities, expectations, etc. It is suggested that you and potential roommates either know each other well or, at minimum, spend some time together before actually co-signing a binding lease contract. Once you're in it together, it can be very difficult (and unlawful) for one roomie to move out early, due to conflict or some other reason such as graduating from college. **All tenants are responsible for fulfilling the terms of the lease.** Some things you should consider before signing a lease with someone else:

## Living Arrangements

1. Who will you be living with? Selecting the right roommate is very important. Getting stuck with the wrong person can have a very negative impact on one's quality of life. Issues such as cleanliness, household chores, stay-over guests and how to split up household bills can be contentious if not addressed with all the roommates at the beginning of a lease term. Whether it's your best friend from middle school or a perfect stranger, it is suggested that all occupants discuss and sign a roommate agreement, spelling out the responsibilities of all tenants. See [page 121](#) for a sample Roommate Agreement.
2. Understand your legal obligations. In Colorado, tenants on the same lease are bound by "Joint and Several Liability," which means that if one roommate moves out, the remaining roommates are legally responsible for that person's share of the rent and damages to the property. This can be a very difficult situation for roommates. If one tenant has to move out before the end of a lease term, it is advisable to work out a fair plan for replacing the outgoing tenant as soon as possible, to minimize financial and other hardships on the remaining residents. Roommates who "bail" out of the lease early without an agreed-upon exit strategy could be sued by the remaining tenants for unpaid rent and related bills, for the duration of lease term. If tenants need help figuring out what to do in a situation like this, they can take advantage of free City mediation services, 970-224-6022.
3. Do all the roommates understand the City's occupancy limit? It is prohibited for more than three unrelated adults to live within the same dwelling unit. If a rental unit is unlawfully over-occupied and someone makes a complaint to the City, one or more tenants may have to move out without much notice. Avoid this problem altogether by complying with local occupancy standards ([page 41](#)). An Occupancy Disclosure statement ([page 115](#)) is legally required at lease signing. All tenants must sign this document and have their signatures (along with the landlord's) dated and verified. Tenants should be very careful when faced with an over-occupancy situation. If not all of the renters are on the lease then that opens the door to for the "non-signing" tenants to leave without permission or consequence. If that happens then the remaining people on the lease are responsible for the full rent.



## Suggestions for Avoiding Roommate Disputes



Many roommates enter into their living-together relationships with high hopes and positive, yet sometimes naïve, expectations. Especially in situations where roommates are also friends, they believe that everything will go smoothly and that all they need is “understanding” between them. However, people change; circumstances change; issues that didn’t used to matter suddenly become important when sharing an intimate living space. Despite the best of intentions, best friends do not always make the best roommates!

**A large number of housing disputes involve roommate problems.** Issues include sharing bills and household responsibilities, division of security deposits, and early vacancy of one or more residents. The following are some suggestions to help prevent roommate disputes. It may not be as fun to start off a new tenancy with a discussion about ground rules, but getting some agreements in writing at the beginning of a new lease is good insurance that the roommate relationship will be successful. These suggestions are not mandated by law, nor are they intended to be a substitute for legal advice. It is wise to treat the mechanics of house sharing as a business relationship, in order to protect important personal relationships.

### Forming a New Household



Often the basis of housemate disputes is a lack of good communication or a mismatch of expectations and personalities amongst roommates. To minimize misconceptions and false expectations, it is recommended that roommates draw up and sign a roommate agreement (sample can be found on [page 121](#)). You can tailor it to meet the needs of your particular arrangement and should post it in a place that is obvious and available to all tenants (and guests). It is suggested that you also figure out an appropriate “consequence” should a roomie violate a term of the agreement. It is also recommended that you roommates make a point to sit down together on a regular basis to discuss how things are going; put it right into the calendar so everyone knows when the meeting is scheduled. Keep communication open and try to work together when issues do arise. Unresolved conflicts and aggravations tend to escalate quickly and can create an environment that is tense and uncomfortable for everyone. No one likes to live like that! Do all you can now to prevent problems later. It will enhance your household on many levels to have clear expectations, boundaries, and agreements in place throughout the tenancy.



A Roommate Agreement is just that: an agreement among the roommates. It is not binding upon the landlord. The lease is the agreement between tenants who signed the lease and the landlord.



## Changing Roommates



One of the most common problems for roommates occurs when one person in a household needs to move out before the end of the lease. When this happens, great care is needed to minimize confusion and to avoid incurring additional liabilities. **Any tenant who has signed the lease is responsible for the rent for the entire duration of the lease whether s/he lives in the premises or not.** If more than one person has signed the lease, each person individually and all persons collectively are responsible for paying the rent in full. If one roommate moves out and does not pay his/her share of the rent, the other roommates must pay the rent in full, or they could be subject to eviction for nonpayment of rent. Those roommates must then look to the nonpaying roommate for the rent they paid on his/her behalf.

### A roommate who is planning to move before the end of the lease term should:



- Talk to the other roommates about his/her intention to move.
- Read the lease to see how the lease will affect his/her decision.
- Is subletting allowed? If so, how does it work?
- Do tenants forfeit their security deposit if they break a lease early?
- Are there any special conditions that must be met?
- Is there a restriction that only those persons named in the lease can occupy the premises?

Remember: mediation is an option for roommates facing an early move-out situation. Call 224-6046 for help! Roommates should also talk with the landlord as early on as possible.



## House Rules

While leases generally contain language about the legal obligations of landlords and tenants, such as when and how much rent is due, who will take care of which maintenance responsibilities, etc., House Rules can be used as a behavioral guide, spelling out specific expectations for all tenants. House Rules can be helpful in a variety of ways. For one, House Rules can help all the roommates “get on the same page” in terms of what sorts of behaviors are permissible, and what are not. House Rules can also be helpful in dealing with neighbors, who may expect a certain level of maturity and civic responsibility from all neighborhood residents, renters included. By having strong House Rules, landlords can better assure neighbors that the behavior of their tenants will not cause undue harm to the surrounding area. Finally, House Rules can outline consequences for unreasonable behavior. In some cases, landlords opt to

fine tenants for breaches of both the lease and House Rules, both of which are legally binding documents if signed by all parties. Sometimes House Rules are added as lease addendums. Others are drafted as a separate document that is created, governed and enforced by the tenants themselves.



## Some examples of clauses a landlord could include in House Rules

*These are meant to be used as a guide, and should not be substituted for professional legal counsel.* Whenever possible, landlords (and tenants) should have their legal paperwork reviewed by a qualified professional. Items to consider incorporating into House Rules:

**Animals** - Only those pets listed in the lease are permitted on the premises, and those animals must be licensed and properly restrained at all times. No visiting animals are permitted. Tenants are responsible for picking up animal waste in a timely manner, keeping dogs and cats restrained within the property boundary, and the prohibition of chronic barking dog disturbances. No aquatic animals or reptiles requiring more than a 10-gallon tank are permitted.



**Automobiles** - Only those vehicles belonging to tenants and current guests may be parked on or around the property. Vehicle maintenance on the premises is not allowed, unless it is an emergency. Leaking fluids should not run onto the property. All vehicles must be properly licensed, insured and operable, or will be tagged and towed at the car owner's expense. No automobile shall be parked on any unimproved surface, and all vehicles must be parked legally in the space provided or along the street in front of the house. Vehicles cannot be parked over a sidewalk.



**Drugs** - Illegal use, sale, manufacturing or distribution of illegal drugs in or around this rental property is strictly prohibited. This includes the use of medical marijuana, even if the tenant has a license to use it.



**Alcohol** - Consumption of alcoholic beverages is permitted only for tenants who are 21 years of age or older, and never within the view of the public (i.e. front porch). Kegs are prohibited.

**Criminal Activity** - No criminal activity of any kind such as stealing, voyeurism, drug dealing, gang activity, disturbing the peace, public intoxication, aiding and abetting a minor, harboring a fugitive, harassment, is allowed on the property.

**Courtesy and Respect** - Obscene language/conduct is prohibited. Tenants will not annoy, harass, intimidate or inconvenience any other tenants or neighbors with inappropriate, lewd, or inflammatory behaviors. This includes public indecency/exposure, and the excretion of bodily waste in a common or public area.





**Garage Sales** - Tenants are permitted to have one yard/garage sale per lease cycle, so long as all materials and items for sale are disposed of or stored properly within 12 hours after the end of the sale.

**Grounds Maintenance** - Tenants are responsible for watering the lawn and garden as needed, or \_\_\_ times/week. A hose and sprinkler has been provided by the landlord (suggested). Tenants will keep the grounds free of litter and debris, including: cigarette butts, cans, other rubbish, newspapers, loose and bagged leaves, furniture, bicycles and animal waste. Tenant will mow the front and back lawns twice a month and will not allow weeds and grasses to grow over a height of 6 inches (as per City ordinance).

**Guests** - Guests are the responsibility of the tenant. All such persons must adhere to the same rules and lease terms of the tenants. Failure of guests to abide by these terms can result in the eviction of the tenant. Guests are not permitted to stay more than (\_\_\_) consecutive days, unless landlord agrees to a longer stay.

**Inspections** - Landlord will make regular inspections of both the interior and exterior of the property. Landlord will provide tenant with notice to inspect 24 hours in advance, either in writing or by telephone (be specific!). Tenants shall not change locks without written landlord permission. Tenants shall be reasonable when the landlord needs to show the unit to prospective renters or buyers so long as proper notice is given.

**Noise Disturbances** - Noise, music, barking dogs and/or other loud sound is not permitted at any time that will disturb the quiet enjoyment of other occupants or nearby neighbors. If tenants receive a conviction for a noise-related offense within the City of Fort Collins, the landlord reserves the right to evict and/or fine the tenant. No live music is permitted.

**Parties** - If tenants choose to have a party, the gathering should be kept small and inside closed doors. If alcohol is being served, tenants and guests must be 21 years of age or older, and the number of guests will be limited to (#) per tenant. Any exceptions must be approved by the landlord at least 24 hours prior to the event. If tenants receive a summons for unreasonable noise, nuisance gathering, or unlawful riot, the landlord may evict tenant upon judgment. Tenants should make every effort to minimize behavioral impacts on neighbors. See [page 58](#) for information about how to host a party without upsetting neighbors and/or police intervention.

**Signs** - Tenants are permitted to display political signs one month prior to an election, so long as the signs are not discriminatory or otherwise offensive to public decency. No advertisement signs are allowed on the property that can be seen from public view (i.e. beer signs). Political signs must be removed within one week after an election.

**Smoking** - Smoking is strictly prohibited inside the house and garage. Tenants who smoke outdoors are required to pick up all cigarette butts, or will be assessed a fine of \$\_\_\_ per butt.



**Snow** - It is the tenants' responsibility to remove all snow and ice within 24 hours after snow has stopped falling, using the shovel and ice melt provided by the landlord (recommended). The property includes the sidewalk in front of the house, side of the house if it is a corner lot, and (*optional*) the front walk and driveway. If the City of Fort Collins has to remove snow from the property, the property owner will be billed for the expense (and this cost can be assessed to tenants).



**Pests** - Landlord will arrange for and pay necessary pest extermination costs, should a problem arise that is not due to the tenant's negligence. Tenants are required to adequately prepare the unit for professional extermination by taking the proper precautions to safeguard the safety of all inhabitants and personal belongings. Landlord will not be responsible for any damages the Tenant may incur as a result of their negligence in preparing for professional extermination services. See [page 8](#) for more information on pest and vermin infestation.



**Subletting** - No subletting is allowed, unless the landlord agrees in writing to replace one tenant with another, pending Landlord approval. (*Some landlords will not allow sub-leasing under any circumstances*).

**Termination** - The lease states the terms of tenancy. To avoid holding over a tenancy after the lease expires, 30 days written notice is required prior to the end of the lease term. This can be submitted by the landlord, tenant, or both. Failure to provide written termination will hold over the tenant to another month tenancy, also requiring written notice to terminate 10 days before the end of the month.

**Trash** - Trash and recycling services are required at this rental property, at the expense of the tenant. All rubbish must be properly bagged/discarded, placed neatly on the curb (not the street or alleyway) on the day of trash pick-up. Trash cans must then be stored in an enclosed area, screened from public view (City ordinance). Recycling is easy to do in Fort Collins, as all of the trash haulers in town offer co-mingled, curbside services.



## **Violation of any House Rules and/or written lease terms will result in:**



- First violation - (*state consequence*)
- Second violation – Could lead to termination of lease and a 3-day notice to vacate. Tenant may still be bound to terms of the lease until a new tenant can be secured.
- Third violation – Possible eviction or early lease termination

# Frequently Asked Rental Questions



- 1. I got a job in another state. Does that automatically terminate the lease?** *No, a lease is a legal binding contract. Nothing, including moving to another state, medical conditions, etc., automatically terminates the contract, unless the lease has a clause specifically stating that such an event will terminate the lease. However, the law does impose a duty on the landlord to mitigate or lessen losses caused by a tenant breach. So, for example, if you move out early because you lost your job, the landlord must diligently attempt to re-let the premises which may lessen your obligation under the lease. In many leases, it is stipulated that the exiting tenant pay for all costs of advertising and re-renting the unit (such as prospective tenant background checks).*



- 2. Uh oh. I was arrested and went to jail during the course of my tenancy. What happens now?** *Being in jail does not excuse a tenant from obligations under the lease. Oftentimes a jailed tenant cannot make rent and defaults on the lease. In this situation, the landlord must go through the posting and eviction process explained in this handbook (pages 17-19).*

- 3. I just signed a lease yesterday and today I have found a place I like better. Do I have three days to change my mind?** *No! As soon as you signed the lease, you created a contractual agreement between you and the landlord.*



- 4. The landlord has not returned my security deposit, so what do I do now?** *Depending on what the lease says, landlords have between 30 and 60 days to return a tenant's security deposit after the lease term expires. If the lease is silent on this issue, state statute requires 30 days. If the landlord exceeds the time frame within which they must return the deposit, **they lose the right to withhold any money** at this time (although the landlord can still sue for damages after the fact). See pages 25-27 for the process required to address this issue.*

*Tenants need to do their part too. You should thoroughly document, fix and clean anything that happened as a result of your tenancy. Page 26 is a guide to what can and cannot typically be deducted from a security deposit). Tenants should provide the landlord with a forwarding address upon move-out. Landlords should provide the tenant with an itemized list of deductions from the deposit, as well as invoices and receipts for work done on the unit that were allegedly caused by the tenant's negligence. If tenants have fulfilled all requirements of the lease and left the unit in spotless condition (or at least in the condition in which it was rented), they are entitled to your entire security deposit. It is highly recommended that all parties conduct a thorough inspection of the premises at the beginning and end of the lease cycle and document any pre-existing damages on a check-in (page 110). Many tenants photograph damages at the start of the tenancy so that they will not be charged later for damages they did not cause. To learn about the process for retrieving your deposit back, see page 27.*



5. **Can my landlord just kick me out of my house?** *NO.* If you have violated a term of your lease, there is a specific process that the landlord must go through to have their tenants evicted. They first must post a 3-day notice on the tenant's door stating they must comply with the lease or move out. The tenant then has three days to comply with the term of the lease the landlord noted ("fix" the problem) or leave the premises. If the tenant remains but does not fix the problem, then the landlord must file for eviction in County Court. The tenant will be notified of the court date and then both tenant and landlord will appear court to testify about their sides of the story. If the tenant doesn't show up, the landlord will most likely be granted a default judgment. The eviction process and tenant's response is detailed on **pages 190-195**. At the hearing the judge will consider evidence on both sides and will rule for or against eviction. If the judge rules for eviction, the tenant must typically vacate the premises within 48 hours. If the tenant does not vacate within 48 hours, the landlord can call the sheriff and conduct a supervised move-out of the tenant's belongings. **Note: Landlords cannot lock a tenant out or turn off utilities if a formal judgment has not been rendered by the court. A 3-day notice is NOT an eviction.**



6. **Is getting evicted a good way of getting out of a lease early?** *NO!* If you get evicted, that eviction goes on your credit record and may make it difficult for you to rent/ buy property, or have decent credit in the future. In addition, eviction does not release the tenant from the terms of the lease. The tenant may still be responsible for paying rent to the landlord until the landlord can re-lease the property. It is estimated to cost \$5,000 for a family to re-establish itself after an eviction. **If you receive public housing assistance** and get evicted, you will most likely lose your subsidy for a specific period of time or forever, depending on your circumstances. It is suggested that if you are getting behind in rent payments and feel an eviction action is looming, contact and work together with your landlord to address the problem as early on as possible.



7. **Can my landlords come into my apartment whenever they feel like it?** Many leases give the landlord the right to enter the premises and spell out what type of advance notice must be given (reasonable or 24 hour notice). **There is no state law in Colorado defining proper notice.** If it is an emergency, the landlord could have access without notice.



8. **If the landlord and tenant do not have anything in writing, do they have any sort of lease?** Colorado law requires any lease longer than a year to be in writing or else it is void. (C.R.S.38-10-108). Verbal arrangements for less than a year can be enforceable, but there can be problems proving the terms of the verbal agreement if a dispute does arise. If you clearly have a month-to-month verbal arrangement with no other understanding, the tenancy can be terminated with 10 days written notice prior to the end of the month. This is a vulnerable position for you to be in as a tenant. Some leases state that holdover past a specified term results in a month-to-month with other terms of the old lease still applying. If the lease does not state what happens upon holdover, the law imposes a new tenancy for the same length as the original lease. Different types of leases are further explained on **page 4**.



- 9. Who is responsible for cleaning up the property?** *Unless specifically stated in the lease, the tenant is responsible to return the property (both inside and out) in the state in which they found it, excluding normal wear and tear. All damages should be documented in writing and, if possible, by photograph. See [page 110](#) for sample check-in and checkout sheets.*



- 10. What happens if the property I am renting is foreclosed on during an active lease?** *You are required to continue paying rent to the original landlord until the house is sold at foreclosure sale or until court orders you to pay the rent to a "receiver" pending the foreclosure sale. Once the house is sold at foreclosure, you must vacate immediately unless a new tenancy has been arranged with the buyer at the foreclosure sale. As of January 2008, the property owner no longer has any period to cure after the foreclosure sale. So, the original owner's right to receive rents ends at the foreclosure sale, or sooner if the court orders rent to be paid to a receiver. If you know your landlord is involved in foreclosure, it is recommended that you try to voluntarily terminate the lease so that you do not get stuck with a sudden requirement to move out. [Page 5](#) offers additional info about foreclosures.*

- 11. What happens if the property sells during the course of my lease?** *It's impossible to say for sure, but you are probably not about to be homeless. The lease is still a binding contract to the new owners unless stated otherwise in the lease. Some leases contain a stipulation regarding this particular subject. If it doesn't then you may want to negotiate that at lease signing.*



- 12. My landlords keep saying they will fix broken things in the house but never gets around to it. Can I withhold my rent until things are fixed?** *NO! The duty of the tenant to pay rent does not depend on the landlord's duty to maintain the premises. You can get evicted for not paying rent. You can negotiate with the landlord about timelines for when things will be fixed, possible compensation for the inconvenience or the fact that you have not received what you are paying rent for. If you are not comfortable with, or are unable to negotiate in person or over the phone, another option is to write a letter to the landlord. The letter should clearly state the problem you would like fixed, the time frame for fixing it, when the unit will be available for repair people to get in, etc. If the landlord is not responsive to requests for maintenance or repairs, you may want to check with an attorney or the City of Fort Collins Building Services Department (970-221-6760) to see if the maintenance issue falls under city housing codes See [page 29](#) for municipal rental housing standards. You can also contact the City's mediation program if you need some coaching and/or formal conflict resolution to address this issue, 970-224-6046).*



It is common for tenants and landlords to fall into disagreement about any number of issues, such as those listed above and throughout this handbook. If your rental unit is within the boundaries of the City of Fort Collins, you have a valuable resource that most communities do not: free access to professional mediation services. See [page 81](#) for more info.





# Community Mediation Program

For landlords, tenants, roommates and neighbors experiencing a variety of conflicts, there is a free and effective conflict resolution service available to residents of Fort Collins. The City of Fort Collins Community Mediation Program offers a voluntary, confidential, legally-binding settlement process to residents seeking fair and balanced resolutions to their shared disputes, outside of the formal court system.



Mediation is an informal, compromise-driven dispute resolution process in which neutral mediators assist parties in the peaceful and permanent resolution of their shared disputes. Through mediation, underlying issues are uncovered so that suitable resolutions can be identified and implemented, benefiting all involved parties. Mediators are not attorneys or judges and will not formulate agreements for the participants. Rather, through a process of open communication and compromise, parties together draft up the language of the binding agreement. All parties must agree to participate before mediation can occur. Mediation should be considered whenever parties want to be in charge of their own win-win settlement, rather than relying on a judge or other authority figure to make a determination (which are oftentimes win-lose outcomes). If you are interested in resolving your dispute through mediation, call 970-224-6046 for information, or visit [www.fcgov.com/mediation](http://www.fcgov.com/mediation).

Mediation can be very helpful for landlord-tenant and roommate conflicts. The next page lists common problems that can be resolved through mediation, with commonly-mediated solutions. Keep in mind this is just a sample; mediation agreements can be as creative as the people drafting them. That's one of the main benefits of mediation: you, the people most affected by a conflict, are the ones who decide what the resolution will look like. In that way, mediation is a very empowering process and can do a lot to restore better landlord-tenant, roommate and/or neighbor relations.

## Benefits of Mediation

### Efficient and effective

Mediation sessions generally take about 2 hours and are conducted in a neutral location, 281 N. College Ave, 2<sup>nd</sup> floor. Agreements reached through mediation show a 95% long-term success rate. Mediation agreements work because it is the parties directly involved in the dispute are the ones who jointly make decisions that will work best for their specific situation.

### Empowering

Parties decide what the solution to their shared dispute will be. Mediation honors the perspectives of all parties.

### Informal Process

Mediation sessions are guided by professionally-trained mediators and follow a general procedural format that allows for optimum problem-solving and communication. Note that while mediation can feel emotional, it is NOT therapy!



**Neutrality and Fairness**

Mediators are impartial facilitators with no personal stake in the outcome of the mediation; their job is to keep the parties’ attention focused on resolving shared disputes in a timely manner.

**Honesty**

Each party is allowed to express their concerns and feelings in an open, safe, comfortable environment.






**Confidential**

Parties agree that anything said within the context of a mediation session will be confined to that setting, unless all parties agree otherwise. Mediators and/or case notes are not subject to the Open Records Act, as they are protected by the Colorado Dispute Resolution Act (C.R.S.13-22-301).

**Economical**

Litigation can be expensive, stressful and time consuming. Mediation is free of charge to Fort Collins residents. Services are not provided to those who do not live with Fort Collins city limits.

**What sorts of issues can be resolved through mediation?**

Landlord-Tenant Issues	Possible Solutions
<p><b>Eviction/ Late Bills</b></p> 	<ul style="list-style-type: none"> <li>• Correction to lease violation(s)</li> <li>• Payment plans developed</li> <li>• Voluntary lease termination</li> <li>• Agreement to terminate legal action</li> </ul>
<p><b>Security Deposit</b></p> 	<ul style="list-style-type: none"> <li>• Damages, bills, invoices reviewed</li> <li>• \$\$ settlement</li> <li>• Payment plan adopted</li> </ul>
<p><b>Roommate Conflicts</b></p> 	<ul style="list-style-type: none"> <li>• Chores, bills, responsibilities assigned</li> <li>• Lease termination or buy out</li> <li>• Sub-letting arrangements</li> </ul>
<p><b>Neighborhood Nuisance/ Rental Problems</b></p> 	<ul style="list-style-type: none"> <li>• Explanation of impacts various nuisance behaviors have on individuals and families</li> <li>• Landlord assesses fines and/or eviction</li> <li>• Apologies</li> <li>• Agreement to abide by City codes and neighborhood standards</li> <li>• Exchange of contact information</li> <li>• Any of the above-mentioned neighborhood solutions</li> </ul>
<p><b>Property Maintenance</b></p> 	<ul style="list-style-type: none"> <li>• Agreement about baseline maintenance and appearance standards</li> <li>• Compliance with City Codes</li> <li>• Determine who is responsible for what</li> <li>• Mitigation plan and repair schedule developed</li> <li>• Assistance resources identified</li> </ul>



# I'm a Landlord - Why Should I Mediate with my Tenant?

## What mediation is

Mediation is a structured method of negotiation, facilitated by a neutral person who guides disputing landlords and tenants through a process designed to bring about **practical and permanent solutions** to shared conflicts. Mediation is based on **open communication and compromise**. Participation is **voluntary**. Mediation takes into account the context of the dispute and addresses the wants and needs of all parties. Legally-binding agreements are usually drafted at the end of the mediation session. Parties are inclined to abide by agreements since they themselves crafted specific terms into the written contract, and already have the "buy-in" needed for successful resolution and follow-up. Mediation services are offered **free of charge** to Fort Collins landlords and tenants.

## What mediation is not

Mediation is not a court of law. Mediators are not judges and do not make decisions about who is right or wrong in a dispute. Rather, mediation agreements are **created by the people most affected by the problem** and are usually a final and effective remedy to the situation.

## What kinds of issues can be addressed in mediation?

**Security deposit** disputes are probably the most common issue we see in mediation. Settlements, compromises and payment plans can be arranged. Issues such as **delinquent bills/rent** are good mediation topics, as well as problems regarding **property maintenance, privacy**, and **nuisance issues** such as **noise and parking** conflicts in the neighborhood. Some of our cases involve **roommate disputes**, like when one person has to vacate the lease early, or have to rearrange due to an over-occupancy violation. Arrangements for responsible **subletting** can be addressed in mediation. **Early lease terminations** are another typical mediation scenario.

## Why shouldn't I just go to court or let my tenant sue ME?

Litigation can be **very costly** in terms of time, money and stress, and you are not guaranteed to win your case or have your needs addressed in a formal court setting. Participation in mediation is voluntary. However, judges may refer you back to mediation once you get to court, and/or may want to know why you chose not to take part in this less adversarial process prior to filing in Small Claims Court. In mediation, **parties decide** a fair outcome. In court, the judge makes that decision for you.

# Common issues in mediation



- ★ Security deposit disputes ★
- ★ Payment plans for back rent, bills, deposit, etc. ★
  - ★ Lease term negotiations, addendums★
  - ★ Subletting agreements ★
  - ★ Early lease termination arrangements ★
- ★ Property maintenance concerns and expectations ★
- ★ Roommate conflicts (bills, chores, moving out etc.) ★
  - ★ Neighborhood problems★
- ★ Public Nuisance and other municipal code violations ★
  - ★ Occupancy issues ★
- ★ How to show the unit to prospective buyers/renters ★
  - ★ Homeowner Association/ resident conflicts ★
  - ★ HOA/homeowner dispute★

# Landlord-Tenant Mediation Process

**Note: 96% of landlord-tenant disputes are resolved through the City of Fort Collins Community Mediation Program**



**COMMUNICATION  
AND  
COMPROMISE**

- ❖ **Welcome and introductions**
  - Participant expectations
  - Mediator opening remarks
  - Guidelines/Ground rules for session
  - Agreement to Mediate signed
  
- ❖ **Parties' presentation of issues/concerns**
  
- ❖ **Issue exploration and discussion**
  - Listing of areas of disputes
  - Looking for common themes, interests
  
- ❖ **Problem solving phase**
  - Brainstorm options for resolution
  
- ❖ **Mutual agreement and bargaining**
  - Discuss and evaluate solution options
  - Decide which options might work
  
- ❖ **Incorporate workable solutions into binding written agreement**
  
- ❖ **Written agreement and closure**
  - Review and approval by all parties
  - Agreements signed and distributed
  - Final questions, plan Bs, what-ifs
  - Evaluation



# Crime-free Housing

## Safety Tips for Preventing Crime



- Don't open the door unless you know who is on the other side. Look out the window and/or install a peephole. Tell this to all members of your household.
- Never let a stranger into your home. If they need to use the phone, tell them that you will make the call for them.
- Invest in a photo sensor for your front porch light (use a 40 watt bulb). Have the light on **all night long**.
- Do not rely on window or door screens to keep anything out except insects.
- Make sure that all locks are working properly.
- Do not leave windows or doors unsecured (**at any time**).
- Trim foliage away from the building, especially windows and doors.
- Install good lighting to avoid dark shadowy areas.
- Have your house/apartment numbers visible and easy to find.
- Do not leave your vehicle unlocked in front of the house/apartment.
- Do not leave the keys in the ignition.
- Do not leave valuables visible inside your vehicle.
- Do not leave items unsecured in the front of your home (bicycles, toys, yard tools, etc.).
- If you go away for a few days, have papers picked up or stop delivery (don't advertise your absence).
- Keep an up-to-date inventory of personal items (including description, serial numbers, & photos). If you are a tenant then get renter's insurance.
- Keep credit cards, money, firearms, & important papers in a safe place.
- Keep your garage door closed when not in use.
- All exterior doors should be solid core and/or metal (no hollow core doors).



**Local crime statistics:** [www.fcgov.com/police/crime-stats.php](http://www.fcgov.com/police/crime-stats.php)

If you have questions or concerns about safety in your rental unit, call the Police Department and ask to speak with the Crime Prevention Specialist: 970-221-6540.





# Forms



The following pages contain sample forms for your use. These are meant to be used as a guide, and should not be substituted for professional legal counsel. Whenever possible, landlords (and tenants) should have their legal paperwork reviewed by a qualified professional.

All legal motions, forms and instructions can be found on the Colorado State Judicial website: [www.courts.state.co.us/Self\\_Help/Forms/Index.cfm/Form\\_Type\\_ID/28](http://www.courts.state.co.us/Self_Help/Forms/Index.cfm/Form_Type_ID/28)

## Forms include:

### EVICTIONS

Form #	Form Name	Pages
JDF 100	Instructions for Forcible Entry and Detainer (FED) / Evictions	90-95
CRCCP 1A	Summons in Forcible Entry & Unlawful Detainer	96-97
CRCCP 3	Answer Under Simplified Procedure	98-99
JDF 97	Notice to Quit	100
JDF 98	Affidavit of Service	101
JDF 99	Complaint in Forcible Entry and Detainer	102-103
JDF 101	Demand for Compliance or Right to Possession Notice (3-Day Notice)	104
JDF 102	Stipulation in Forcible Entry & Detainer (FED)/ Eviction	105
JDF 103	Writ of Restitution	106
JDF 104	Motion for Entry of Judgment	107
JDF 109	Affidavit to Support Claim for a breach of the Warranty of habitability	108-109

### MISCELLANEOUS FORMS

Form	Pages
Check-In/Out Sheet	110-112
Seven-Day Demand Letter for disputed charges- security deposit	113
Seven Day Demand Letter - expired deadline - security deposit	114
Occupancy Limits Disclosure Statement for Leases	115
Occupancy Complaint Form	116
Request for Referee's Review	117-118
Request for Rental Housing Inspection	119
Roommate Agreement template	121-122
Colorado Residential Lease Agreement	123-127

# Instructions for Forcible Entry and Detainer

These standard instructions are for informational purposes only and do not constitute legal advice about your case. If you choose to represent yourself, you are bound by the same rules and procedures as an attorney.

## GENERAL INFORMATION

- ◆ The action must be filed by a “person in interest”, i.e. the property owner or other individual or entity identified as the landlord or lessor on the lease. If you are the property manager or the individual or entity acting as an agent for the owner(s), you may be required to show proof of your authority.
- ◆ The action must be filed in the County where the property is located.
- ◆ You must have served the tenant a Demand for Compliance or Right to Possession Notice (JDF 101) or a Notice to Quit (JDF 97) and the three-day time for the tenant to comply has passed. If the last day of any period is a Saturday, Sunday, or legal holiday, the period is extended to include the next day which is not a Saturday, Sunday, or legal holiday.
- ◆ The judgment amount is limited to \$15,000.00 (if personally served) in County Court and must be filed in the county in which the property is located.
- ◆ If you are the Defendant do not disregard the Complaint. If you do, a judgment could be entered against you.
- ◆ If you are the Plaintiff do not disregard a response or counterclaim. If you do, a judgment could be entered against you.
- ◆ *For additional information, please review Colorado Revised Statute §13-40-101 et seq.*
- ◆ If you have a disability and need a reasonable accommodation to access the courts, please contact your local ADA Coordinator. Contact information can be obtained from the following website:  
[www.courts.state.co.us/Administration/HR/ADA/Coordinator\\_List.cfm](http://www.courts.state.co.us/Administration/HR/ADA/Coordinator_List.cfm)

## COMMON TERMS

- ☒ Complaint: Document officially commencing the eviction process against a person who fails to comply with the lease agreement or pay rent when due.
- ☒ Plaintiff: The person(s) or company filing a Complaint.
- ☒ Defendant: The person(s) or company that the case is filed against.
- ☒ Service of Process: The official means by which the Defendant is notified that a lawsuit has been filed against him/her and provided a copy of the Complaint and a description of their rights and obligations as a party to the case.
- ☒ Default: If the Defendant does not appear at the time of the hearing or file an answer, the Court may enter “default” or “failure to appear/answer” which entitles the Plaintiff to all relief asked for in the complaint.
- ☒ Return Date: The date that the Defendant must file his/her answer by and/or appear in Court, which is listed on the Summons.
- ☒ Writ of Restitution: A legal order signed by the Court authorizing the Sheriff to evict the Defendant. It is signed to be effective 48 hours after the judge grants a judgment of possession unless other terms are ordered.

**If you do not understand this information, please contact an attorney**

For all Colorado legal forms, go to [www.courts.state.co.us](http://www.courts.state.co.us) and click on the “Forms” tab. **The packet/forms are available in PDF or WORD by selecting a specific document.**

## FEES

The filing fee is \$87.00. If you are unable to pay, you must complete the Motion to File without Payment and Supporting Financial Affidavit (JDF 205) and submit it to the Court. Once you submit the completed JDF 205 form and a blank Order (JDF 206), the Court will decide if you need to pay the filing fee.

Other fees that a party to the case may encounter are as follows:

- |  |   |
|--|---|
| <input type="checkbox"/> Answer Fee                              | \$ 82.00                                      |
| <input type="checkbox"/> Answer and Counterclaim                 | \$ 86.00                                      |
| <input type="checkbox"/> Jury Demand Fee                         | \$ 98.00                                      |
| <input type="checkbox"/> Copies of Documents (Documents on file) | \$.75 per page or \$1.50 if double-sided      |
| <input type="checkbox"/> Copies of Documents not on file         | \$.25 per page or \$.50 if double-sided       |
| <input type="checkbox"/> Service Fees                            | Varies (Not payable through or to the Court.) |

## FORMS

TO ACCESS A FORM ONLINE GO TO [WWW.COURTS.STATE.CO.US](http://WWW.COURTS.STATE.CO.US) AND CLICK ON THE "FORMS" TAB. THE PACKET/FORMS ARE AVAILABLE IN PDF OR WORD BY SELECTING "COUNTY CIVIL – EVICTION (FED)". YOU MAY COMPLETE A FORM ONLINE AND PRINT OR YOU MAY PRINT IT AND TYPE OR PRINT LEGIBLY IN BLACK INK. **READ THESE INSTRUCTIONS CAREFULLY TO DETERMINE WHAT FORMS YOU MAY NEED.**

- |  |  |
|--|--|
| <input type="checkbox"/> CRCCP Form 1A | Summons in Forcible Entry and Unlawful Detainer          |
| <input type="checkbox"/> CRCCP Form 3  | Answer Under Simplified Civil Procedure                  |
| <input type="checkbox"/> JDF 97        | Notice to Quit   |
| <input type="checkbox"/> JDF 98        | Affidavit of Service                                     |
| <input type="checkbox"/> JDF 99        | Complaint in Forcible Entry and Detainer                 |
| <input type="checkbox"/> JDF 101       | Demand for Compliance or Right to Possession Notice      |
| <input type="checkbox"/> JDF 102       | Stipulation for Forcible Entry & Detainer (FED)/Eviction |
| <input type="checkbox"/> JDF 103       | Writ of Restitution                                      |
| <input type="checkbox"/> JDF 104       | Motion for Entry of Judgment                             |
| <input type="checkbox"/> JDF 106       | Order re: Stipulation                                    |
| <input type="checkbox"/> JDF 107       | Order for Entry of Judgment                              |

## STEPS TO FILING YOUR CASE

**Step 1:** You have already completed and posted the Demand for Compliance or Right to Possession Notice (JDF 101) or Notice to Quit (JDF 97) and the time for the tenant to comply has passed. **If this has not been completed do not proceed to Step 2.**

**Step 2: Complete Initial Forms.**  
The caption area below needs to be completed on all forms filed. **Keep a copy of each form for your own records and make a copy to provide to the other party.**

County Court _____ County, Colorado Court Address:	
Plaintiff(s): <b>(print your name here)</b> v. Defendant(s): <b>(print name here)</b>	▲ <b>COURT USE ONLY</b> ▲
Attorney or Party Without Attorney (Name and Address): <b>(Print your name and address here if you are representing yourself.)</b> Phone Number: _____ E-mail: _____ FAX Number: _____ Atty. Reg. #: _____	Case Number:  Division _____ Courtroom _____
<b>NAME OF FORM</b>	

- Complaint in Forcible Entry and Detainer (JDF 99).**
  - You are the Plaintiff and the person(s) you are evicting is/are the Defendant(s).
  - Fill in all the blanks and complete all necessary information on the Complaint form.
  - If you are filing against multiple Defendants in the same action, list all of the Defendants.
  - Make sure you have the appropriate number of copies of all documents for the Court and the Defendant(s).
  - File with the Court a copy of the lease or rental agreement (if a written lease or rental agreement was made). Please mark as Exhibit "A" if available. The lease or rental agreement **must be served** to the Defendant(s) with the Complaint.
  - File with the Court a copy of the Demand for Compliance or Right to Possession Notice or Notice to Quit. Please mark as Exhibit "B". A copy of this notice, **which has already been served to the Defendant(s)**, must be attached to the Complaint.
- Summons in Forcible Entry and Unlawful Detainer (CRCCP Form 1A) and Answer under Simplified Civil Procedure (CRCCP Form 3).**
  - Complete the upper portion (caption only) on the Summons and Answer.
  - The Court will provide you with a case number, division, and courtroom when you file your case. When you receive this information enter it on both forms. In addition, enter the case number on the upper portion of the return of service, so that the Court can match this document to the appropriate case when filed back with the Court.
  - The Clerk will complete the appropriate fields on the Summons (CRCCP 1A) with Court location, date, and time.
  - You must provide additional copies to serve the Defendant(s).

**Step 3: You are ready to file your case with the Court.**

- Provide the Court with the completed forms and exhibit as described in Steps 1 - 2 above.
- Pay the filing fee of \$87.00.

**Step 4: When the case is filed, the Clerk will set your case for a Court date.**

This Court date is the date you will return to Court for a trial setting, agreement, or judgment may be entered.

- The Clerk will complete the appropriate fields on the Summons (CRCCP 1A) with the Court location, date, and time.
- The Court date will be set between five to ten days from the date of issuance.
- You must provide the necessary forms and attach the appropriate exhibits to serve the Defendant(s).

**Step 5: You are ready to have the Defendant(s) served.**

You are responsible for paying the service fees, if any. Personal service or service by posting and mail must be **at least five business days** (business days means any calendar day excluding Saturdays, Sundays, and legal holidays) prior to the Court date. Complete the following process based on the type of service selected:

**If the person doing your service cannot serve the Defendant(s) personally, the papers should be posted on the door to the main entrance of the dwelling or other conspicuous place upon the premises. The Court will only award you possession and not money damages if you post and mail the Summons. A monetary award may be granted only if there has been personal service of process on the Defendant(s) and/or the Plaintiff(s).**

### **Personal Service:**

Select either the Sheriff's Department, a private process server, or someone you know who is 18 years or older and not a party to the action and who knows the rules of service to serve the Defendant. There is a service fee that is payable to the Sheriff's Department or Private Process Server. The fee for service is usually awarded as part of your court costs if the court rules in your favor.

- You can locate private process servers in the yellow pages under Process Servers.
- Provide the process server with the Affidavit of Service (JDF 98) for each Defendant and two sets of the Summons, Complaint, and Answer forms. In addition, attach all appropriate exhibits as described in Step 2.
- The process server will return the original Summons to you with the Affidavit of Service completed.
- Each Defendant must be served at least five business days before the day for appearance specified in the Summons.

### **Service by Posting and Mailing:**

- If personal service cannot be made upon the Defendant(s), the person completing service, i.e. process server or Sheriff's Department, must post the papers on the door to the main entrance or other conspicuous place upon the premises.
- No later than the next day following the day you file the Complaint with the Court, you must mail a copy of the Summons, Complaint, and Answer to the Defendant(s) by postage prepaid, first class mail. (In addition, attach the appropriate exhibits.)
- After you have placed the forms in the mail, complete the certificate of mailing. The certificate of mailing is included on the Summons (CRCCP Form 1A). The purpose of completing the certificate of mailing is to provide proof that you did mail the Summons, Complaint and Answer to the Defendant(s) by postage pre-paid, first class mail.

### **Step 6: Service is complete.**

Return the original Summons with proof of service (Affidavit of Service or Certificate of Mailing) to the Clerk on or before the date you are to appear in Court.

### **DEFENDANT FILES A COUNTERCLAIM**

A Defendant can file a counterclaim and pay a fee of \$86.00 to the Court and also request a jury trial, if the jury demand fee of \$98.00 is paid. **If a counterclaim is filed, the Defendant must personally serve (see step 5 above) the Plaintiff(s) with the counterclaim.** The clerk may set a hearing date within five days. Defendant(s) may be required to post a bond, if the jury trial cannot be set within five days. Upon the filing of the counterclaim, the first hearing date may be vacated and a new hearing date set. Both parties must appear on the new date.

### **COURT DATE**

It is important that you are on time or early for your Court Hearing and that you have all of your information with you. Please turn off your cell phone and respect all parties in the courtroom. You may be asked to speak to the other party before the Court Hearing to determine if the claim can be settled to avoid going to trial.

## POSSIBLE OUTCOMES FROM YOUR COURT HEARING

- If the Plaintiff(s) and Defendant(s) appear one of the following situations can occur:**
  1. The Defendant(s) can agree to vacate the premises within 48 hours. An agreement can be made to the amount of money owed and a payment plan can be put in place.
  2. The Plaintiff(s) and the Defendant(s) **can agree** to work out certain conditions that would enable the Defendant(s) to remain in the property. This is called a Stipulation. **A Stipulation form (JDF 102)** may be purchased from the clerk's office or you may bring one with you to Court. The Plaintiff(s) does not have to agree to the filing of the Stipulation if they want the Defendant(s) off the property.
    - The Stipulation (JDF 102) must be signed in the presence of a court clerk or notary public.
    - If a stipulation is reached, an Order re: Stipulation (JDF 106) must be filed with the Court with the Stipulation. Complete the caption only on the form. The Court will complete the remaining sections on the form and give you a signed copy.
  3. The Defendant(s) may file an answer contesting the claim of the Plaintiff(s). **The purpose of the answer is for the Defendant(s) to respond to the allegations in the Complaint and to state why the claim is not true.** If the Defendant(s) file(s) an answer in accordance with Colorado Rules of County Court Procedure - Rule 312, completes form CRCCP Form 3, and pays the required non-refundable answer fee of \$82.00 the clerk will set a hearing date within five days.
  4. The Plaintiff(s) can continue the return date, if the Plaintiff(s) feel that further discussion with the Defendant(s) is/are required or, if the Defendant(s) is/are given another opportunity to fulfill a pre-arranged agreement.
- If the Plaintiff(s) appear and the Defendant(s) do not appear and if Steps 1 - 7 have been completed properly.**
  - The Court may award possession and/or, if personal service was obtained, monetary judgment to the Plaintiff(s).
- If the Defendant(s) appear and the Plaintiff(s) do not appear.**
  1. If a counterclaim has been filed and personally served to the Plaintiff(s), the Court may award a monetary judgment to the Defendant(s).
  2. If no counterclaim has been filed, the Court may dismiss the case.

## JUDGMENT INFORMATION

THE COURT CANNOT COLLECT YOUR MONETARY JUDGMENT FOR YOU, BUT CAN GIVE YOU INFORMATION REGARDING THE NECESSARY COLLECTION FORMS. COMPLETE THE APPROPRIATE FORMS BASED ON THE JUDGMENT AWARDED.

- Possession Judgment:**
  - Complete the Motion for Entry of Judgment (JDF 104).
  - Complete the caption and include the property address (2<sup>nd</sup> check box) on the Order for Entry of Judgment (JDF 107).
  - The Court will review the Motion and upon approval will complete the Order (JDF 107) and give you a signed copy.
  - If the Defendant(s) have not vacated the property within 48 hours from the date of judgment, complete the caption only on the Writ of Restitution (JDF 103) and provide to the Court for approval.
  - Once the Writ is issued, it is the obligation of the Plaintiff(s) to contact the Sheriff's Office for the execution of the Writ.

**Monetary Judgment:**

- If you obtained personal service on the Defendant(s) or Plaintiff(s), the Motion for Entry of Judgment (JDF 104) may include the principal amount you are requesting plus charges and damages up to one month's rent, if so stated in your lease. The Motion also asks for court costs and the process fee for service of the Summons. Interest and attorney fees are not normally awarded on evictions filed without an attorney.
- Complete the caption only on the Order for Entry of Judgment with Issuance of Interrogatories (JDF 107). The Court will complete the remaining sections of the form.

**Additional collection information entitled "Instructions for Collecting a Judgment and Completing a Writ of Garnishment" (JDF 82) is available on the state judicial website, [www.courts.state.co.us](http://www.courts.state.co.us). Select the "Forms" tab, then select County Civil or District Civil, and then select Garnishments.**

County Court : _____ County, Colorado Court Address:	
Plaintiff(s):v. Defendant(s):	v.  <b>↑ COURT USE ONLY ↑</b>
Attorney or Party Without Attorney (Name and Address):	Case Number:
Phone Number: _____ E-mail: _____ FAX Number: _____ Atty. Reg. #: _____	Division _____ Courtroom _____
<b>SUMMONS IN FORCIBLE ENTRY AND UNLAWFUL DETAINER</b>	

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

1. 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.
2. A copy of the complaint against you and an answer form that you must use if you file an answer are attached.
3. If you do not agree with the complaint, then you must either:
  - a. 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**
  - b. File the answer with the Court before that date and time.
4. When you file your answer, you must pay a filing fee to the Clerk of the Court.
5. If you file an answer, you must personally serve or mail a copy to the Plaintiff(s) or the attorney who signed the complaint.
6. 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.
7. 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.
8. If you want a jury trial, you must ask for one in the answer and pay a jury fee and the filing fee.
9. 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)



This Summons is issued pursuant to §13-40-111, C.R.S. A copy of the Complaint together with a blank answer form must be served with this Summons. This form should be used only for actions filed under Colorado's Forcible Entry and Detainer Act.

To the clerk: If this Summons is issued by the Clerk of the Court, the signature block for the clerk, deputy and the seal of the Court should be provided by stamp, or typewriter, in the space to the left of the attorney's name.

**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.**

---

**CERTIFICATE OF MAILING**

I/we, the undersigned Plaintiff(s) (or agent for Plaintiff(s)), certify that on \_\_\_\_\_(date), the date on which the Summons, Complaint, and Answer were filed, I/we mailed a copy of the Summons/Alias Summons, a copy of the Complaint, and Answer form by postage prepaid, first class mail, to \_\_\_\_\_, the Defendant(s) at the following address(es):  
\_\_\_\_\_

\_\_\_\_\_  
Plaintiff/(s) Agent for Plaintiff(s)

---

**Section 13-40-111 Colorado Revised Statutes, as amended.**

**13-40-111. Issuance and return of summons.**

(1) Upon filing the complaint as provided in §13-40-110, C.R.S., the clerk of the court or the attorney for the plaintiff shall issue a summons. The summons shall command the Defendant to appear before the Court at a place named in such summons and at a time and on a day which shall be not less than five business days nor more than ten calendar days from the day of issuing the same to answer the complaint of Plaintiff. The summons shall also contain a statement addressed to the Defendant stating: "If you fail to file with the Court, at or before the time for appearance specified in the summons, an answer to the complaint setting forth the grounds upon which you base your claim or 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 is 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.

(2) For purposes of this section, "business days" means any calendar day excluding Saturdays, Sundays, and legal holidays.

**13-40-112. Service.**

**(1) Such summons may be served by personal service as in any civil action. A copy of the complaint must be served with the summons.**

(2) If personal service cannot be had upon the Defendant by a person qualified under the Colorado Rules of Civil Procedure to serve process, after having made diligent effort to make such personal service, such person may make service by posting a copy of the summons and the complaint in some conspicuous place upon the premises. In addition thereto, the Plaintiff shall mail, no later than the next day following the day on which he/she files the complaint, a copy of the summons, or, in the event that an alias summons is issued, a copy of the alias summons, and a copy of the complaint to the Defendant at the premises by postage prepaid, first class mail.

(3) Personal service or service by posting shall be made at least five business days before the day for appearance specified in such summons, and the time and manner of such service shall be endorsed upon such summons by the person making service thereof.

(4) For purposes of this section, "business days" means any calendar day excluding Saturdays, Sundays, and legal holidays.

<input type="checkbox"/> County Court <u>Larimer County, Colorado</u> Court Address: _____ <hr/> <b>Plaintiff(s):</b> _____ <p style="text-align: center;">v.</p> <b>Defendant(s):</b> _____	↑ <b>COURT USE ONLY</b> ↑
Attorney or Party Without Attorney (Name and Address): _____  Phone Number: _____ E-mail: _____ FAX Number: _____ Atty. Reg. #: _____	Case Number: _____  Division _____ Courtroom _____
<b>ANSWER UNDER SIMPLIFIED CIVIL PROCEDURE (INCLUDING COUNTERCLAIM(S) AND/OR CROSS CLAIM(S))</b>	

The Defendant(s) \_\_\_\_\_,

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)
- The Defendant(s)  does (do)  does (do) not demand trial by jury (if demand is made a jury fee must be paid).

**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.

\_\_\_\_\_  
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 MAILING**

I certify that a true copy of the answer was mailed, postage prepaid, to \_\_\_\_\_  
(Plaintiff(s) or attorney), at \_\_\_\_\_ (address(es)), on  
\_\_\_\_\_ (date).

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

**NOTICE TO QUIT**  
**(Please Type or Print Legibly)**

To: \_\_\_\_\_

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

The grounds for termination are as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**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, three months;
  - (b) A tenancy of six months or longer but less than a year, one month;
  - (c) A tenancy of one month or longer but less than six months, ten 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.



County Court _____ County, Colorado Court Address: _____	<b>▲ COURT USE ONLY ▲</b>
Plaintiff(s): _____ <p style="text-align: center;">v.</p> Defendant(s): _____	
Attorney or Party Without Attorney (Name and Address): _____  Phone Number: _____ E-mail: _____ FAX Number: _____ Atty. Reg. #: _____	Case Number: _____  Division _____ Courtroom _____
<b>COMPLAINT IN FORCIBLE ENTRY AND DETAINER</b>	

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

1. 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

2. 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.
3.  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**
4.  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:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
5. 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.
6. Defendant(s) unlawfully and wrongfully holds possession of the premises contrary to the terms of the parties' lease agreement. Rent due continues to accrue at \$ \_\_\_\_\_ per day until the Plaintiff(s) regain(s) possession of the premises.
7. The amount demanded by the Plaintiff(s)  does  does not exceed \$15,000.00. If the amount does exceed \$15,000.00, the Plaintiff(s) wish to limit recovery of the amount to the jurisdiction of the Court.

8. Defendant(s) is/are not engaged in the military service of the United States and is/are engaged in a civilian occupation.
9. Plaintiff(s) do do not demand trial by jury. If demand is made a jury fee must be paid.

**Wherefore**, Plaintiff(s) request(s) judgment for recovery of possession of the premises, for rent due or to become due, for present and future damages and costs, and for any other relief to which Plaintiff(s) is/are entitled.

---

Plaintiff(s) / Plaintiff(s) Attorney Signature

---

Plaintiff(s) Address

---

Plaintiff(s) Telephone Number

**DEMAND FOR COMPLIANCE OR RIGHT TO POSSESSION NOTICE (3-day notice)  
FOR**

PROPERTY LOCATED IN \_\_\_\_\_ COUNTY

To: \_\_\_\_\_ (Tenant)

I hereby demand that you shall, within three days of the time this notice is served upon 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





<input type="checkbox"/> County Court <input type="checkbox"/> District Court _____ County, Colorado Court Address: _____ Plaintiff(s): v. Defendant(s):	<div style="text-align: center;">▲ ▲</div> <hr/> <p style="text-align: center;"><b>COURT USE ONLY</b></p> <hr/> Case Number:  Division                      Courtroom
<b>WRIT OF RESTITUTION</b>	

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 45 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



County Court _____ County, Colorado Court Address:	
Plaintiff(s):  v. Defendant(s):	▲                      ▲ <b>COURT USE ONLY</b>
Attorney or Party Without Attorney (Name and Address):	Case Number:
Phone Number:                      E-mail: FAX Number:                      Atty. Reg. #:	Division                      Courtroom
<b>AFFIDAVIT TO SUPPORT CLAIM FOR A BREACH OF THE WARRANTY OF HABITABILITY PURSUANT §38-12-507(1)(C) C.R.S.</b>	

The Defendant(s) \_\_\_\_\_ answers(s) the Complaint stating that the Landlord has breached the warranty of habitability. In addition, to the answer filed, I/we file this Affidavit stating the following:

The rental agreement, which is the subject of this action, was entered into or extended or renewed on or after September 1, 2008.

**Total Past Rent Due, as stated in the Complaint:**                      \$ \_\_\_\_\_

**Total amount spent to make the property habitable:**                      \$ \_\_\_\_\_

**Difference (Total Past Rent Due – minus total amount spent )**                      \$ \_\_\_\_\_

**NOTE:** If the total rent due is greater than the total amount of monies spent to make the property habitable, you are required to deposit funds in the Court Registry for the amount stated above. This money must be deposited via certified funds with the Court at the same time you are filing your answer. This money will be held in the Court Registry and refunded or applied as ordered by the Court at the conclusion of the case.

**VERIFICATION AND ACKNOWLEDGEMENT**

I swear/affirm under oath that I have read the foregoing Affidavit and that the statements set forth therein are true and correct to the best of my knowledge.

\_\_\_\_\_  
Defendant's Signature                      Date

\_\_\_\_\_  
Defendant's Signature                      Date

\_\_\_\_\_  
Defendant's Attorney Signature, if any

\_\_\_\_\_  
Defendant's Attorney Signature, if any

Subscribed and affirmed, or sworn to before me  
in the County of \_\_\_\_\_,  
State of \_\_\_\_\_, this \_\_\_\_\_  
day of \_\_\_\_\_, 20 \_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public/Clerk

Subscribed and affirmed, or sworn to before  
in the County of \_\_\_\_\_,  
State of \_\_\_\_\_, this \_\_\_\_\_  
day of \_\_\_\_\_, 20 \_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public/Clerk

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### CERTIFICATE OF MAILING

I certify that a true copy of the answer was mailed, postage prepaid, to \_\_\_\_\_  
(Plaintiff(s) or attorney), at \_\_\_\_\_  
(address(es)), on \_\_\_\_\_ (date).

\_\_\_\_\_

(Your signature)

## Check-In/Out Sheets *(to be used as a guide – take pictures!)*

Area	Move in	Move out	Cost/notes
<b>Entrance Area</b>			
Doors/screens			
Locks/keys/mailbox			
Light switches			
Walls			
Ceiling			
Closet			
Other			
<b>Living Room</b>			
Walls			
Ceiling			
Floors/carpet			
Lights			
Windows and screens			
Window coverings			
Door			
Heating outlets/vents			
Thermostat/ heating sources			
<b>Kitchen</b>			
Walls			
Ceiling			
Floor			
Lights			
Windows			
Door/lock			
Heating vents			
Cupboards/cabinets			
Range/hood/vents			
Drip pans/rings			
Over racks/ broiler pan			
Refrigerator/shelves			
Sink and pipes			
Faucet			
Countertops			
Garbage disposal			
Dishwasher			
Other			
<b>Bedroom # 1</b>			
Walls			
Ceiling			
Floor/carpet			
Lights			
Windows/screens			
Window coverings			

Area	Move in	Move out	Cost/notes
Door/lock			
Heating vents			
Closet			
<b>Bedroom #2</b>			
Walls			
Ceiling			
Floor/carpet			
Lights			
Windows/screens			
Window coverings			
Door/lock			
Heating vent			
Closet			
<b>Bedroom #3</b>			
Walls			
Ceiling			
Floor/carpet			
Lights			
Windows/screens			
Window coverings			
Door/lock			
Heating vents			
Closet			
<b>Bathroom #1</b>			
Walls			
Ceiling			
Floor			
Lights			
Windows/screens			
Toilet			
Sink/vanity			
Tub/shower			
Cabinet/Mirror			
Shower curtain/ hooks			
Towel racks			
Tile			
Heating vents			
Door/lock			
<b>Bathroom #2</b>			
Walls			
Ceiling			
Floor			
Lights			
Windows/screens			
Toilet			
Sink/vanity			
Tub/shower			
Cabinet/Mirror			

Area	Move in	Move out	Cost/notes
Shower curtain			
Towel racks			
Tile			
Heating vents			
Door/lock			
<b>Utility Area</b>			
Walls			
Ceiling			
Windows/screens			
Doors			
Electric outlets			
Heating outlets			
Floors			
Other			
<b>House Exterior</b>			
Doors			
Windows			
Eaves			
Porch/handrails			
Lighting			
Paint/siding			
Yard, if applicable			
Mail box			
Fence			
Garage			
Door(s)			
Floor			
Lighting			

**Check-in date**

Tenant #1 signature \_\_\_\_\_

Tenant #2 signature \_\_\_\_\_

Tenant #3 signature \_\_\_\_\_

Manager/owner signature \_\_\_\_\_

Date: \_\_\_\_\_

**Check-out date**

Tenant #1 signature \_\_\_\_\_

Tenant #2 signature \_\_\_\_\_

Tenant #3 signature \_\_\_\_\_

Manager/owner signature \_\_\_\_\_

Date: \_\_\_\_\_

*Note: Tenant and Landlord should photograph any damages to the property prior to moving in and at the check-out time. Check-in sheets should be kept by both landlord and tenant.*



## Sample Seven-Day Demand Letter *(for disputed charges)*

Date  
Landlord's Name  
Address

Dear \_\_\_\_\_:

I (We) lived at \_\_\_\_\_ from \_\_\_\_\_ until \_\_\_\_\_ . I(We) paid \$\_\_\_\_\_ security deposit at the beginning of the lease (or other date). You withheld \$\_\_\_\_\_ from that deposit. (*Optional:* I(We) advertised for and provided you with a new tenant who moved in immediately after we moved out). (*Optional:* You itemized deductions that were not "beyond normal wear and tear" as specified by state law. Specifically you deducted \$\_\_\_\_\_ for 1. \_\_\_\_\_, 2. \_\_\_\_\_, 3. \_\_\_\_\_). We disagree with the/these charges, for these reasons: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (BE SPECIFIC and check "Wear and Tear guide closely for chargeable deductions).

Notice is hereby given that the undersigned intend to file legal proceedings against you, due to the wrongful and willful retention of \$ \_\_\_\_\_ of my (our) security deposit. If I (we) do not receive \$\_\_\_\_\_ within seven days of your receipt of this letter, I (we) will/may opt to sue for treble damages \$ \_\_\_\_\_ (3x the amount of the original deposit), plus court costs and attorney's fees (if incurred) pursuant to Colorado State law.

If you would like to reach a settlement through no-cost mediation, please contact the Community Mediation Program at 970-224-6022. ***[Tenant: be sure to contact the mediation office if you include this statement in the letter].***

Sincerely,

\_\_\_\_\_  
Tenant's Name(s)  
Current Address  
Other contact info (like email)

# Sample Seven-Day Demand Letter *(when the 30-60 days have expired without a reconciliation letter from the landlord)*

Adapted from Colorado State University Student Legal Services Department,  
<http://sls.colostate.edu/Docs/7DayDemand.pdf>

Date  
Landlord's Name  
Address

Certified Mail:  
Return Receipt Requested

Dear \_\_\_\_\_:

We \_\_\_\_\_ (name), \_\_\_\_\_ (name) were tenants at \_\_\_\_\_ (address) from \_\_\_\_\_ (date) to \_\_\_\_\_ (date). \$ \_\_\_\_\_ was paid by us as a damage deposit.

More than thirty (or sixty, if allowed by the lease) days have passed since we terminated the lease and surrendered the premises, and we have received neither our security deposit nor any explanation for any amounts withheld. Under Colorado Revised Statute § 38-12-103 (2), your failure to provide a written statement within the required time works a forfeiture of all your rights to withhold any portion of the security deposit.

Kindly send the amount of \$ \_\_\_\_\_ to us at \_\_\_\_\_ (current mailing 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 Statute § 38-12-103 (3)*, asking treble damages, court costs, and attorneys fees.

Sincerely,

**This letter should be sent to the landlord by a tenant who did not receive a written itemized statement of deductions from security deposit *within deadline of thirty (or sixty) days of termination of tenancy (or whatever quantity of days is stated in lease, in no case to exceed sixty) or from surrender and acceptance of premises, whichever event occurs last.***

\*NOTE: The original should be sent via certified mail, one copy sent regular mail, and one copy retained by the tenant.



Neighborhood Services  
281 N. College Ave.  
PO Box 580  
Fort Collins CO 80522  
970-224-6046

# OCCUPANCY LIMITS DISCLOSURE STATEMENT FOR PROPERTY LEASE

The City of Fort Collins Code requires that any person selling or leasing a home, apartment or other dwelling unit must inform the buyer or renter about the maximum number of people who, by law, are allowed to occupy that home. All parties must sign where indicated below.

The maximum permissible occupancy of this dwelling unit is:

1. One (1) family (related by blood, marriage, adoption) and not more than one (1) additional person; or
2. Two (2) adults and their dependents, if any, and not more than one (1) additional person.
3. Up to four (4) unrelated persons in a dwelling unit located in an apartment complex containing units which were approved by the City to house four unrelated persons.

Actual signatures are required on this form. \*It is required that this form be verified by electronic means OR notarized, attached to your lease, and a copy kept at the leased property or on-site management office. The shaded areas are for notary use. If the form is not notarized, the shaded areas should be left blank.

Property Address: \_\_\_\_\_

Tenant 1 Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed to and affirmed before me on \_\_\_\_\_ (date) by \_\_\_\_\_  
Notary Public: \_\_\_\_\_ State of: \_\_\_\_\_  
County of: \_\_\_\_\_ My commission expires: \_\_\_\_\_

Tenant 2 Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed to and affirmed before me on \_\_\_\_\_ (date) by \_\_\_\_\_  
Notary Public: \_\_\_\_\_ State of: \_\_\_\_\_  
County of: \_\_\_\_\_ My commission expires: \_\_\_\_\_

Tenant 3 Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed to and affirmed before me on \_\_\_\_\_ (date) by \_\_\_\_\_  
Notary Public: \_\_\_\_\_ State of: \_\_\_\_\_  
County of: \_\_\_\_\_ My commission expires: \_\_\_\_\_

Property Owner Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Property Manager Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Owner/Manager Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_

Subscribed to and affirmed before me on \_\_\_\_\_ (date) by \_\_\_\_\_  
Notary Public: \_\_\_\_\_ State of: \_\_\_\_\_  
County of: \_\_\_\_\_ My commission expires: \_\_\_\_\_

If requested by the City, you are required to provide this fully executed disclosure statement to the City pursuant to City Code Section 5-265(b). Failure to properly execute and retain this statement is a civil infraction punishable by a fine of not more than \$1000, in addition to any costs, fees, or surcharges assessed by a court or referee. Fines may be assessed to the owner, manager, and/or tenants.

[OFFICE USE – DATE RECEIVED: \_\_\_\_\_ CASE # \_\_\_\_\_]

Phone Intake \_\_\_\_\_ Received By: \_\_\_\_\_ }

## OVER-OCCUPANCY INVESTIGATION FORM

Effective January 1, 2007

All complaints will be investigated.

This form is to be used to notify the City that a “subject address” may be occupied in violation of the City’s Land Use Code, Section 3.8.16. Information provided will become public record when the investigation finds there is a prosecutable violation. If the case goes to a hearing, the witness(es) may be subpoenaed to testify.

The information provided herein, with or without your signature below, will be reviewed and the appropriate level of investigation assigned to an inspector. Depending upon the outcome of City’s investigation, a prosecutable violation may depend on your signature and your ability to testify.

All parties of interest (owner/occupants) in the “subject address” will be notified of the suspected violations and consequences and that an investigation into the alleged violation is in progress.

PLEASE PRINT AND PROVIDE CLEAR AND COMPLETE INFORMATION BELOW

Subject Address: \_\_\_\_\_

Owner/Manager Name (if known): \_\_\_\_\_

Owner/Manager Address (if known): \_\_\_\_\_

\_\_\_\_\_ Phone #: \_\_\_\_\_

Witness(es) Name(s) (print): \_\_\_\_\_

Witness(es) Address: \_\_\_\_\_

\_\_\_\_\_ Phone #: \_\_\_\_\_

Witness(es) Observations: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional information (such as license plate logs, observation journals, occupants’ names, other witness information):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness(es) Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_



## Request for Referee's Review

DATE \_\_\_\_\_

PROPERTY OWNER OR TENANT \_\_\_\_\_

APPLICANT'S EMAIL ADDRESS \_\_\_\_\_

PROPERTY ADDRESS / ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

CASE # \_\_\_\_\_ INVOICE # NS- \_\_\_\_\_

Please state the reason(s) abatement costs should be waived or why removal was improper. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Add a separate page if needed.)*

---

To qualify for Referee Review, your request must be filed **within 10 days** after service of the assessment invoice. You must choose a forum for the review, complete this form, sign it, and bring it to Neighborhood Services, 281 N. College 2<sup>nd</sup> floor, along with the \$25 administrative fee.

\_\_\_\_\_ I request a hearing date be set. See back of page, and Request for Review Guidelines

**OR**

\_\_\_\_\_ I waive the ability to have a hearing and request the Referee consider the reasons set forth above and the City's information in determining whether and what amount I owe.

---

Please understand the Referee is a neutral party and does not have access to any information about your case, including the notice, letters, invoice, etc. The Referee will only consider the evidence and information which you and the City Inspector submit for written review or during a hearing. The Referee's decision is final; see Code Section 19-42. Whether you request a hearing or a written review, you may not submit additional evidence after the Referee reviews your case and renders a decision.

**YOU SHOULD BE PREPARED TO PAY THE FULL AMOUNT OF JUDGMENT (IF ANY)  
INCLUDING FEES/COSTS AT THE TIME THE REFEREE ENTERS JUDGMENT.**

where renewal is a way of life

I HAVE READ AND UNDERSTAND THE ABOVE

---

SIGNATURE	DATE
-----------	------

---

CLERK	DATE
-------	------

If you are requesting a WRITTEN REVIEW, waiving your ability to have a hearing, you must submit all evidence (documents, photographs, letters, statements, etc.) you wish the Referee to consider at this time. Your Request and evidence will be forwarded to the City Code Inspector who may respond to your Request within seven days from receipt of the Request and evidence. We will forward the City's response to you. You may reply, in writing, within five days of receipt. After these submissions, the Referee will make a determination which will be final.

Evidence submitted during the hearing or for the written review should address the violation alleged the reasonableness of the assessment, the applicable City code citation. Copies of the code are available through the City of Fort Collins webpage. [www.fcgov.com/cityclerk/codes.php](http://www.fcgov.com/cityclerk/codes.php) The code section for your violation should be listed on the letter you received from the City regarding the assessment and/or abatement. See Request for Referee Review Guidelines for further details.

If you chose a HEARING, the Referee is guided by the Colorado Rules of Evidence as well as the Colorado Municipal Court Rules of Procedure, available on-line. Additionally, the Referee generally follows the Hearing Procedures for Municipal Court Referee Hearings available through the Referee's Clerk.

If you wish to offer photographs and/or videos into EVIDENCE at the hearing, they must be tendered to the Referee at that time in hard copy format, i.e. printed photographs. Such evidence will not be viewed or admitted if offered only on a cell phone, digital camera, laptop computer or other electronic device. The Referee does not have equipment to view VCR or DVD video/tapes; to do so you must bring your own equipment and make arrangements with the Referee's Clerk 3 days prior to the hearing date. You will need to bring 3 copies, one for yourself, one for the City and one for the Referee who will keep a copy in the file after the hearing

If you wish to offer any documentary evidence at the hearing, you will need 3 copies, including the original. You must supply a copy to the City, one for the Referee to keep in the file after the hearing, and one for yourself. The City will also provide you with a copy of any documentation they wish to introduce during the hearing.

If you wish to have an ATTORNEY represent you, s/he must file an Entry of Appearance at least 3 business days prior the hearing date.

If you wish to request that your HEARING DATE be CHANGED, you must submit a written request to the referee through the Referee's Clerk at Neighborhood and Building Services Department, 281 N. College Ave., or have your attorney request a continuance prior to the scheduled date. This request must contain a statement that you contacted the Director of Neighborhood Services regarding your request, whether she opposes or consents to your request, the reason for the request and the number of requests previously made by either party; and each requesting party's cell phone number and email address. This motion must be signed by all parties requesting the continuance and contain a certification that it was faxed, mailed or hand-delivered to the Director of Neighborhood Services or her designee. If the Director opposes your request, she or her designee will have five days, after receipt of your request, to respond. The Referee will rule upon the written submissions. Please note that filing a request for continuance which is opposed by the Director less than a week before the original hearing date may result in a hearing on your motion at the time originally set for the hearing on the citation. You must appear at the original time unless you are advised by the Clerk of the Referee that the matter is continued. Failure to appear may result in a default judgment.



Building Services Department  
 281 North College Avenue  
 P.O. Box 580  
 Fort Collins, CO 80522-0580  
 (970) 221-6760 FAX (970) 224-6134

## Rental Housing Investigation/Inspection Request Form

To be filled out by renter of record

Date Requested:	
Rental Address:	Owner's Name:
	Phone #:
Requestor's Name:	Managing Company Name:
Phone #:	Phone #:

Reason for Requesting Inspection:
Has the owner or manager been notified of these issues?

Requester's signature: \_\_\_\_\_

For Office Use Only	
Inspector:	Date Inspected:

This form is considered an Open Public Record





# Roommate Agreement

(Adapted from CSU's Off-Campus Student Services materials)

This agreement made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is a contract between: \_\_\_\_\_, and \_\_\_\_\_, and \_\_\_\_\_ (names of tenants) and spells out the rights and responsibilities each tenant has to one another and the property owner for the lease term lasting from \_\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_. All tenants understand this document and have signed it in good faith. A security deposit of \$\_\_\_\_\_ was paid to \_\_\_\_\_, owner/manager of the property. Each tenant paid \$\_\_\_\_\_.

Tenants agree to the following conditions (by *initialing* in one box by each condition):

1. We agree to follow the rules and conditions explained in the lease.

2. Each roommate agrees to pay \_\_\_\_\_% of these expenses:

\_\_\_\_\_ Rent (\$/month)

\_\_\_\_\_ Electricity/water

\_\_\_\_\_ Gas

\_\_\_\_\_ Cable

\_\_\_\_\_ Phone

\_\_\_\_\_ Internet

\_\_\_\_\_ General maintenance and upkeep

\_\_\_\_\_ Damages not due to negligence of any identified person

\_\_\_\_\_ Groceries

\_\_\_\_\_ Trash/recycling service

\_\_\_\_\_ Other

3. Roommates agree that 1/\_\_\_\_ of the security deposit will be paid by each tenant by the following date \_\_\_\_\_.

4. Tenants each agree to occupy the property during the entire term of the lease, or to continue paying his/her share of rent and bills the remainder of the lease unless:

a. The person at his/her own expense locates a suitable replacement tenant to sublet the unit; and

b. Written consent to sublet is obtained from the owner/manager of the property if it required in the lease.

5. Any repairs or improvements to the property will be paid for by all tenants and be approved in advance.

6. If pets are allowed, each pet owner will be solely responsible for all pet damages.

7. We agree to these conditions (**be very specific here!**):

**Food:**

**Cleanliness:**

**Sharing of personal items:**

**Smoking, drinking, drugs:**

**Overnight guests:**

**Privacy:**

**Noise/study times:**

**Security:**

**Telephone:**

8. If problems arise in our household, we agree to talk to each other and try to work it out when the problems occur, rather than waiting until they build up into irresolvable resentments. We agree to consider utilizing mediation services provided free by the City of Fort Collins if we are unable to work out a solution on our own.

---

Tenant Signature/Date

---

Tenant Signature/Date

---

Tenant Signature/Date

***\*Remember, no more than three unrelated adults can reside in a rental house!***

# Colorado Residential Lease Agreement

([www.ilrg.com/forms/lease-res/us/co](http://www.ilrg.com/forms/lease-res/us/co))

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Landlord") and \_\_\_\_\_ (hereinafter referred to as "Tenant(s)").

## W I T N E S E T H :

**WHEREAS**, Landlord is the fee owner of certain real property being, lying and situated in Larimer County, Colorado, such real property having a street address of: \_\_\_\_\_ (hereinafter referred to as the "Premises").

**WHEREAS**, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and **WHEREAS**, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

**NOW, THEREFORE**, for and in consideration of the sum of \_\_\_\_\_ DOLLARS (\$00.00), the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of \_\_\_\_\_ [specify number of months or years], such term beginning on \_\_\_\_\_, and ending at 12:00 midnight on \_\_\_\_\_.
- 2. RENT.** The total rent for the term hereof is the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) payable on the \_\_\_\_\_ day of each month of the term, in equal installments of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) first and last installments to be paid upon the due execution of this Agreement, the second installment to be paid on \_\_\_\_\_. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.
- 3. DAMAGE DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement
- 4. USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the upkeep, use, occupancy and preservation of the Premises.
- 5. CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

- 6. ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
- 7. ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
- 8. NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord shall have no liability, but the rental herein provided shall abate until possession is given. Landlord shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
- 9. HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 10. UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.
- 11. MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

  - a. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
  - b. Keep all windows, glass, window coverings, doors, locks and hardware in good
  - c. Not obstruct or cover the windows or doors;
  - d. Not leave windows or doors in an open position during any inclement weather;
  - e. Not hang any laundry from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
  - f. Not cause or permit any locks or hooks to be placed upon any door or window without the consent of Landlord;
  - g. Keep all air conditioning filters clean and free from dirt;
  - h. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
  - i. And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;

- j. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- k. Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- l. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

**12. DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

**13. INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

**14. SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

**15. TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) per month and except that such tenancy shall be terminable upon \_\_\_\_\_ (number) days written notice served by either party.

**16. SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

**17. ANIMALS.** Tenant shall be entitled to keep no more than \_\_\_\_\_ (\_\_) domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of \_\_\_\_\_ DOLLARS, of which shall

be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.

- 18. QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
- 19. INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
- 20. DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
- 21. LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).
- 22. ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
- 23. ATTORNEY FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
- 24. RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

- 25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado.
- 26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- 27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
- 28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
- 29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
- 31. **MODIFICATION.** The parties agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
- 32. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested. Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**ADDITIONAL PROVISIONS; DISCLOSURES.**

*[Landlord should note above any disclosures about the premises that may be required under Federal or Colorado law, such as known lead-based paint hazards in the Premises. The Landlord should also disclose any flood hazards.]*

**LANDLORD:**

Sign \_\_\_\_\_  
Date \_\_\_\_\_

**TENANT**

Sign \_\_\_\_\_  
Date \_\_\_\_\_

**TENANT:**

Sign \_\_\_\_\_  
Date \_\_\_\_\_

**TENANT:**

Sign \_\_\_\_\_  
Date \_\_\_\_\_





## In conclusion

By now you have realized that the laws and relations between landlord and tenants (and neighbors, in some cases) are complex and comprehensive, and should be considered carefully before, during and after a tenancy agreement. It is very helpful to be aware of the regulations and statutes pertinent to landlord-tenant situations so that problems can be prevented and/or resolved effectively.

*The City of Fort Collins **does not** provide legal advice, counsel, or interpretation beyond what is contained in this handbook. Please do not contact the City with legal questions if you cannot find the answers you are seeking in this document. The City Attorney's office is not a public service department; its role is to advise [City Council](#) and City employees, as well as representing the City in all legal proceedings. Additionally, the City Attorney is responsible for prosecuting all violations of the [City Code](#) in Municipal Court. Please do not contact the CAO for private civil (or criminal) matters.*

There are a number private attorneys listed in the local phone book under "Landlord-Tenant." For specific referrals you can visit the Colorado Bar Association website, [www.cobar.org](http://www.cobar.org), and click on the Find-A-Lawyer link.





# Appendices

**A. Warranty of Habitability (C.R.S. 38-12-503) pages 133-138**

- *Colorado State Statute*

**B. Mold mitigation suggestions pages 139-142**

- *Colorado Department of Public Health & Environment*

**C. Smoke-free Housing Information pages 143-145**

- *Includes sample letter notifying tenants of smoke-free policy*

**D. Colorado Lead-Based Paint Mandatory Disclosure page 147**



**C.R.S. 38-12-503. Warranty of habitability.**  
(House Bill 08-1356)  
**CHAPTER 387: Property 1819**

**PROPERTY**

**HOUSE BILL 08-1356**

BY REPRESENTATIVE(S) Merrifield, Kefalas, Soper, Weissmann, Benefield, Carroll M., Casso, Fischer, Green, Judd, Kerr A., Labuda, Levy, Madden, McGihon, Middleton, Peniston, Pommer, Primavera, Riesberg, Todd, Borodkin, Carroll T., and Curry; also SENATOR(S) Tupa and Boyd, Bacon, Gordon, Groff, Hagedorn, Keller, Morse, Romer, Williams, and Windels.

**AN ACT**

**CONCERNING LANDLORD AND TENANT RELATIONS.** *Be it enacted by the General Assembly of the State of Colorado:*

**SECTION 1.** 13-40-111 (1), Colorado Revised Statutes, is amended to read:

**13-40-111. Issuance and return of summons.** (1) Upon filing the complaint as provided in section 13-40-110, the clerk of the court or the attorney for the plaintiff shall issue a summons. The summons shall command the defendant to appear before the court at a place named in such summons and at a time and on a day which shall be not less than five business days nor more than ten calendar days from the day of issuing the same to answer the complaint of plaintiff. The summons shall also contain a statement addressed to the defendant stating: "If you fail to file with the court, at or before the time for appearance specified in the 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 is 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."

**SECTION 2.** 13-40-123, Colorado Revised Statutes, is amended to read: 1820 Property Ch. 387

**13-40-123. Damages.** The prevailing party in any action brought under the provisions of this article is entitled to recover damages, reasonable attorney fees, and costs of suit; EXCEPT THAT A RESIDENTIAL LANDLORD OR TENANT WHO IS A PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER REASONABLE ATTORNEY FEES UNLESS THE RESIDENTIAL RENTAL AGREEMENT BETWEEN THE PARTIES CONTAINS A PROVISION FOR EITHER PARTY TO OBTAIN ATTORNEY FEES. Nothing in this section shall be construed to permit the entry of judgments in any single proceeding in excess of the jurisdictional limit of said court.

**SECTION 3.** Article 12 of title 38, Colorado Revised Statutes, is amended BY THE ADDITION OF A NEW PART to read:

PART 5: OBLIGATION TO MAINTAIN RESIDENTIAL PREMISES - UNLAWFUL REMOVAL

**38-12-501. Legislative declaration - matter of statewide concern – purposes and policies.**

(1) THE GENERAL ASSEMBLY HEREBY FINDS AND DECLARES THAT THE PROVISIONS OF THIS PART 5 ARE A MATTER OF STATEWIDE CONCERN. ANY LOCAL GOVERNMENT ORDINANCE, RESOLUTION, OR OTHER REGULATION THAT IS IN CONFLICT WITH THIS PART 5 SHALL BE UNENFORCEABLE.

(2) THE UNDERLYING PURPOSES AND POLICIES OF THIS PART 5 ARE TO:

(a) SIMPLIFY, CLARIFY, MODERNIZE, AND REVISE THE LAW GOVERNING THE RENTAL OF DWELLING UNITS AND THE RIGHTS AND OBLIGATIONS OF LANDLORDS AND TENANTS;

(b) ENCOURAGE LANDLORDS AND TENANTS TO MAINTAIN AND IMPROVE THE QUALITY OF HOUSING; AND

(c) MAKE UNIFORM THE LAW WITH RESPECT TO THE SUBJECT OF THIS PART 5 THROUGHOUT COLORADO.

**38-12-502. Definitions.** AS USED IN THIS PART 5, UNLESS THE CONTEXT OTHERWISE REQUIRES:

- (1) "COMMON AREAS" MEANS THE FACILITIES AND APPURTENANCES TO A RESIDENTIAL PREMISES, INCLUDING THE GROUNDS, AREAS, AND FACILITIES HELD OUT FOR THE USE OF TENANTS GENERALLY OR WHOSE USE IS PROMISED TO A TENANT.
- (2) "DWELLING UNIT" MEANS A STRUCTURE OR THE PART OF A STRUCTURE THAT IS USED AS A HOME, RESIDENCE, OR SLEEPING PLACE BY A TENANT.
- (3) "LANDLORD" MEANS THE OWNER, MANAGER, LESSOR, OR SUBLESSOR OF A RESIDENTIAL PREMISES.
- (4) "RENTAL AGREEMENT" MEANS THE AGREEMENT, WRITTEN OR ORAL, EMBODYING THE TERMS AND CONDITIONS CONCERNING THE USE AND OCCUPANCY OF A RESIDENTIAL PREMISES.
- (5) "RESIDENTIAL PREMISES" MEANS A DWELLING UNIT, THE STRUCTURE OF WHICH THE UNIT IS A PART, AND THE COMMON AREAS.
- (6) "TENANT" MEANS A PERSON ENTITLED UNDER A RENTAL AGREEMENT TO OCCUPY A DWELLING UNIT TO THE EXCLUSION OF OTHERS.

**38-12-503. Warranty of habitability.** (1) IN EVERY RENTAL AGREEMENT, THE LANDLORD IS DEEMED TO WARRANT THAT THE RESIDENTIAL PREMISES IS FIT FOR HUMAN HABITATION.

**(2) A LANDLORD BREACHES THE WARRANTY OF HABITABILITY SET FORTH IN SUBSECTION (1) OF THIS SECTION IF:**

- (a) A RESIDENTIAL PREMISES IS UNINHABITABLE AS DESCRIBED IN SECTION 38-12-505 OR OTHERWISE UNFIT FOR HUMAN HABITATION; AND
  - (b) THE RESIDENTIAL PREMISES IS IN A CONDITION THAT IS MATERIALLY DANGEROUS OR HAZARDOUS TO THE TENANT'S LIFE, HEALTH, OR SAFETY; AND
  - (c) THE LANDLORD HAS RECEIVED WRITTEN NOTICE OF THE CONDITION DESCRIBED IN PARAGRAPHS (a) AND (b) OF THIS SUBSECTION (2) AND FAILED TO CURE THE PROBLEM WITHIN A REASONABLE TIME.
- (3) WHEN ANY CONDITION DESCRIBED IN SUBSECTION (2) OF THIS SECTION IS CAUSED BY THE MISCONDUCT OF THE TENANT, A MEMBER OF THE TENANT'S HOUSEHOLD, A GUEST OR INVITEE OF THE TENANT, OR A PERSON UNDER THE TENANT'S DIRECTION OR CONTROL, THE CONDITION SHALL NOT CONSTITUTE A BREACH OF THE WARRANTY OF HABITABILITY. IT SHALL NOT BE MISCONDUCT BY A VICTIM OF DOMESTIC VIOLENCE OR DOMESTIC ABUSE UNDER THIS SUBSECTION (3) IF THE CONDITION IS THE RESULT OF DOMESTIC VIOLENCE OR DOMESTIC ABUSE AND THE LANDLORD HAS BEEN GIVEN WRITTEN NOTICE AND EVIDENCE OF DOMESTIC VIOLENCE OR DOMESTIC ABUSE AS DESCRIBED IN SECTION 38-12-402 (2) (a).
- (4) IN RESPONSE TO THE NOTICE SENT PURSUANT TO PARAGRAPH (c) OF SUBSECTION (2) OF THIS SECTION, A LANDLORD MAY, IN THE LANDLORD'S DISCRETION, MOVE A TENANT TO A COMPARABLE UNIT AFTER PAYING THE REASONABLE COSTS, ACTUALLY INCURRED, INCIDENT TO THE MOVE.
- (5) EXCEPT AS SET FORTH IN THIS PART 5, ANY AGREEMENT WAIVING OR MODIFYING THE WARRANTY OF HABITABILITY SHALL BE VOID AS CONTRARY TO PUBLIC POLICY.
- (6) NOTHING IN THIS PART 5 SHALL:
- (a) PREVENT A LANDLORD FROM TERMINATING A RENTAL AGREEMENT AS A RESULT OF A CASUALTY OR CATASTROPHE TO THE DWELLING UNIT WITHOUT FURTHER LIABILITY TO THE LANDLORD OR TENANT;  
**OR**
  - (b) PRECLUDE A LANDLORD FROM INITIATING AN ACTION FOR NONPAYMENT OF RENT, BREACH OF THE RENTAL AGREEMENT, VIOLATION OF SECTION 38-12-504, OR AS PROVIDED FOR UNDER ARTICLE 40 OF TITLE 13, C.R.S.

**38-12-504. Tenant's maintenance of premises.**

- (1) IN ADDITION TO ANY DUTIES IMPOSED UPON A TENANT BY A RENTAL AGREEMENT, EVERY TENANT OF A RESIDENTIAL PREMISES HAS A DUTY TO USE THAT PORTION OF THE PREMISES WITHIN THE TENANT'S CONTROL IN A REASONABLY CLEAN AND SAFE MANNER. A TENANT FAILS TO MAINTAIN THE PREMISES IN A REASONABLY CLEAN AND SAFE MANNER WHEN THE TENANT SUBSTANTIALLY FAILS TO:
- (a) COMPLY WITH OBLIGATIONS IMPOSED UPON TENANTS BY APPLICABLE PROVISIONS OF BUILDING, HEALTH, AND HOUSING CODES MATERIALLY AFFECTING HEALTH AND SAFETY;
  - (b) KEEP THE DWELLING UNIT REASONABLY CLEAN, SAFE, AND SANITARY AS PERMITTED BY THE CONDITIONS OF THE UNIT;
  - (c) DISPOSE OF ASHES, GARBAGE, RUBBISH, AND OTHER WASTE FROM THE DWELLING UNIT IN A CLEAN, SAFE, SANITARY, AND LEGALLY COMPLIANT MANNER;
  - (d) USE IN A REASONABLE MANNER ALL ELECTRICAL, PLUMBING, SANITARY, HEATING, VENTILATING, AIR-CONDITIONING, ELEVATORS, AND OTHER FACILITIES AND APPLIANCES IN THE DWELLING UNIT;

(e) CONDUCT HIMSELF OR HERSELF AND REQUIRE OTHER PERSONS IN THE RESIDENTIAL PREMISES WITHIN THE TENANT'S CONTROL TO CONDUCT THEMSELVES IN A MANNER THAT DOES NOT DISTURB THEIR NEIGHBORS' PEACEFUL ENJOYMENT OF THE NEIGHBORS' DWELLING UNIT; **OR**

(f) PROMPTLY NOTIFY THE LANDLORD IF THE RESIDENTIAL PREMISES IS UNINHABITABLE AS DEFINED IN SECTION 38-12-505 OR IF THERE IS A CONDITION THAT COULD RESULT IN THE PREMISES BECOMING UNINHABITABLE IF NOT REMEDIED.

(2) IN ADDITION TO THE DUTIES SET FORTH IN SUBSECTION (1) OF THIS SECTION, A TENANT SHALL NOT KNOWINGLY, INTENTIONALLY, DELIBERATELY, OR NEGLIGENTLY DESTROY, DEFACE, DAMAGE, IMPAIR, OR REMOVE ANY PART OF THE RESIDENTIAL PREMISES OR KNOWINGLY PERMIT ANY PERSON WITHIN HIS OR HER CONTROL TO DO SO.

(3) NOTHING IN THIS SECTION SHALL BE CONSTRUED TO AUTHORIZE A MODIFICATION OF A LANDLORD'S OBLIGATIONS UNDER THE WARRANTY OF HABITABILITY.

**38-12-505. Uninhabitable residential premises.**

(1) A RESIDENTIAL PREMISES IS DEEMED UNINHABITABLE IF IT SUBSTANTIALLY LACKS ANY OF THE FOLLOWING CHARACTERISTICS:

(a) WATERPROOFING AND WEATHER PROTECTION OF ROOF AND EXTERIOR WALLS MAINTAINED IN GOOD WORKING ORDER, INCLUDING UNBROKEN WINDOWS AND DOORS;

(b) PLUMBING OR GAS FACILITIES THAT CONFORMED TO APPLICABLE LAW IN EFFECT AT THE TIME OF INSTALLATION AND THAT ARE MAINTAINED IN GOOD WORKING ORDER;

(c) RUNNING WATER AND REASONABLE AMOUNTS OF HOT WATER AT ALL TIMES FURNISHED TO APPROPRIATE FIXTURES AND CONNECTED TO A SEWAGE DISPOSAL SYSTEM APPROVED UNDER APPLICABLE LAW;

(d) FUNCTIONING HEATING FACILITIES THAT CONFORMED TO APPLICABLE LAW AT THE TIME OF INSTALLATION AND THAT ARE MAINTAINED IN GOOD WORKING ORDER;

(e) ELECTRICAL LIGHTING, WITH WIRING AND ELECTRICAL EQUIPMENT THAT CONFORMED TO APPLICABLE LAW AT THE TIME OF INSTALLATION, MAINTAINED IN GOOD WORKING ORDER;

(f) COMMON AREAS AND AREAS UNDER THE CONTROL OF THE LANDLORD THAT ARE KEPT REASONABLY CLEAN, SANITARY, AND FREE FROM ALL ACCUMULATIONS OF DEBRIS, FILTH, RUBBISH, AND GARBAGE AND THAT HAVE APPROPRIATE EXTERMINATION IN RESPONSE TO THE INFESTATION OF RODENTS OR VERMIN;

(g) APPROPRIATE EXTERMINATION IN RESPONSE TO THE INFESTATION OF RODENTS OR VERMIN THROUGHOUT A RESIDENTIAL PREMISES;

(h) AN ADEQUATE NUMBER OF APPROPRIATE EXTERIOR RECEPTACLES FOR GARBAGE AND RUBBISH, IN GOOD REPAIR;

(i) FLOORS, STAIRWAYS, AND RAILINGS MAINTAINED IN GOOD REPAIR;

(j) LOCKS ON ALL EXTERIOR DOORS AND LOCKS OR SECURITY DEVICES ON WINDOWS DESIGNED TO BE OPENED THAT ARE MAINTAINED IN GOOD WORKING ORDER; OR

(k) COMPLIANCE WITH ALL APPLICABLE BUILDING, HOUSING, AND HEALTH CODES, WHICH, IF VIOLATED, WOULD CONSTITUTE A CONDITION THAT IS DANGEROUS OR HAZARDOUS TO A TENANT'S LIFE, HEALTH, OR SAFETY.

(2) NO DEFICIENCY IN THE COMMON AREA SHALL RENDER A RESIDENTIAL PREMISES UNINHABITABLE AS SET FORTH IN SUBSECTION (1) OF THIS SECTION, UNLESS IT MATERIALLY AND SUBSTANTIALLY LIMITS THE TENANT'S USE OF HIS OR HER DWELLING UNIT.

(3) UNLESS OTHERWISE STATED IN SECTION 38-12-506, PRIOR TO BEING LEASED TO A TENANT, A RESIDENTIAL PREMISES MUST COMPLY WITH THE REQUIREMENTS SET FORTH IN SECTION 38-12-503 (1), (2) (a), AND (2) (b).

**38-12-506. Opt-out.** (1) IF A DWELLING UNIT IS CONTAINED WITHIN A MOBILE HOME PARK, AS DEFINED IN SECTION 38-12-201.5 (3), OR IF THERE ARE FOUR OR FEWER DWELLING UNITS SHARING COMMON WALLS OR LOCATED ON THE SAME PARCEL, AS DEFINED IN SECTION 30-28-302 (5), C.R.S., ALL OF WHICH HAVE THE SAME OWNER, OR IF THE DWELLING UNIT IS A SINGLE-FAMILY RESIDENTIAL PREMISES:

(a) A GOOD FAITH RENTAL AGREEMENT MAY REQUIRE A TENANT TO ASSUME THE OBLIGATION FOR ONE OR MORE OF THE CHARACTERISTICS CONTAINED IN SECTION 38-12-505 (1) (f), (1) (g), AND (1) (h), AS LONG AS THE REQUIREMENT IS NOT INCONSISTENT WITH ANY OBLIGATIONS IMPOSED UPON A LANDLORD BY A GOVERNMENTAL ENTITY FOR THE RECEIPT OF A SUBSIDY FOR THE RESIDENTIAL PREMISES; AND

(b) FOR ANY DWELLING UNIT FOR WHICH A LANDLORD DOES NOT RECEIVE A SUBSIDY FROM ANY GOVERNMENTAL SOURCE, A LANDLORD AND TENANT MAY AGREE IN WRITING THAT THE TENANT IS TO PERFORM SPECIFIC REPAIRS, MAINTENANCE TASKS, ALTERATIONS, AND REMODELING, BUT ONLY IF:  
(1) THE AGREEMENT OF THE PARTIES IS ENTERED INTO IN GOOD FAITH AND IS SET FORTH IN A

- SEPARATE WRITING SIGNED BY THE PARTIES AND SUPPORTED BY ADEQUATE CONSIDERATION;
- (II) THE WORK IS NOT NECESSARY TO CURE A FAILURE TO COMPLY WITH SECTION 38-12-505 (3); AND
- (III) SUCH AGREEMENT DOES NOT AFFECT THE OBLIGATION OF THE LANDLORD TO OTHER TENANTS' RESIDENTIAL PREMISES.
- (2) FOR A SINGLE-FAMILY RESIDENTIAL PREMISES FOR WHICH A LANDLORD DOES NOT RECEIVE A SUBSIDY FROM ANY GOVERNMENTAL SOURCE, A LANDLORD AND TENANT MAY AGREE IN WRITING THAT THE TENANT IS TO PERFORM SPECIFIC REPAIRS, MAINTENANCE TASKS, ALTERATIONS, AND REMODELING NECESSARY TO CURE A FAILURE TO COMPLY WITH SECTION 38-12-505 (3), BUT ONLY IF:
- (a) THE AGREEMENT OF THE LANDLORD AND TENANT IS ENTERED INTO IN GOOD FAITH AND IS SET FORTH IN A WRITING THAT IS SEPARATE FROM THE RENTAL AGREEMENT, SIGNED BY THE PARTIES, AND SUPPORTED BY ADEQUATE CONSIDERATION; AND
- (b) THE TENANT HAS THE REQUISITE SKILLS TO PERFORM THE WORK REQUIRED TO CURE A FAILURE TO COMPLY WITH SECTION 38-12-505 (3).
- (3) TO THE EXTENT THAT PERFORMANCE BY A TENANT RELATES TO A CHARACTERISTIC SET FORTH IN SECTION 38-12-505 (1), THE TENANT SHALL ASSUME THE OBLIGATION FOR SUCH CHARACTERISTIC.
- (4) IF CONSISTENT WITH THIS SECTION A TENANT ASSUMES AN OBLIGATION FOR A CHARACTERISTIC SET FORTH IN SECTION 38-12-505 (1), THE LACK OF SUCH CHARACTERISTIC SHALL NOT MAKE A RESIDENTIAL PREMISES UNINHABITABLE.

**38-12-507. Breach of warranty of habitability - tenant's remedies.**

- (1) IF THERE IS A BREACH OF THE WARRANTY OF HABITABILITY AS SET FORTH IN SECTION 38-12-503
- (2), THE FOLLOWING PROVISIONS SHALL APPLY:
- (a) UPON NO LESS THAN TEN AND NO MORE THAN THIRTY DAYS WRITTEN NOTICE TO THE LANDLORD SPECIFYING THE CONDITION ALLEGED TO BREACH OF THE WARRANTY OF HABITABILITY AND GIVING THE LANDLORD FIVE BUSINESS DAYS FROM THE RECEIPT OF THE WRITTEN NOTICE TO REMEDY THE BREACH, A TENANT MAY TERMINATE THE RENTAL AGREEMENT BY SURRENDERING POSSESSION OF THE DWELLING UNIT. IF THE BREACH IS REMEDIABLE BY REPAIRS, THE PAYMENT OF DAMAGES, OR OTHERWISE AND THE LANDLORD ADEQUATELY REMEDIES THE BREACH WITHIN FIVE BUSINESS DAYS OF RECEIPT OF THE NOTICE, THE RENTAL AGREEMENT SHALL NOT TERMINATE BY REASON OF THE BREACH.
- (b) A TENANT MAY OBTAIN INJUNCTIVE RELIEF FOR BREACH OF THE WARRANTY OF HABITABILITY IN ANY COURT OF COMPETENT JURISDICTION. IN ANY PROCEEDING FOR INJUNCTIVE RELIEF, THE COURT SHALL DETERMINE ACTUAL DAMAGES FOR A BREACH OF THE WARRANTY AT THE TIME THE COURT ORDERS THE INJUNCTIVE RELIEF. A LANDLORD SHALL NOT BE SUBJECT TO ANY COURT ORDER FOR INJUNCTIVE RELIEF IF THE LANDLORD TENDERS THE ACTUAL DAMAGES TO THE COURT WITHIN TWO BUSINESS DAYS OF THE ORDER. UPON APPLICATION BY THE TENANT, THE COURT SHALL IMMEDIATELY RELEASE TO THE TENANT THE DAMAGES PAID BY THE LANDLORD. IF THE TENANT VACATES THE LEASED PREMISES, THE LANDLORD SHALL NOT BE PERMITTED TO RENT THE PREMISES AGAIN UNTIL SUCH TIME AS THE UNIT WOULD BE IN COMPLIANCE WITH THE WARRANTY OF HABITABILITY SET FORTH IN:
- (c) IN AN ACTION FOR POSSESSION BASED UPON NONPAYMENT OF RENT IN WHICH THE TENANT ASSERTS A DEFENSE TO POSSESSION BASED UPON THE LANDLORD'S ALLEGED BREACH OF THE WARRANTY OF HABITABILITY, UPON THE FILING OF THE TENANT'S ANSWER THE COURT SHALL ORDER THE TENANT TO PAY INTO THE REGISTRY OF THE COURT ALL OR PART OF THE RENT ACCRUED AFTER DUE CONSIDERATION OF EXPENSES ALREADY INCURRED BY THE TENANT BASED UPON THE LANDLORD'S BREACH OF THE WARRANTY OF HABITABILITY.
- (d) WHETHER ASSERTED AS A CLAIM OR COUNTERCLAIM, A TENANT MAY RECOVER DAMAGES DIRECTLY ARISING FROM A BREACH OF THE WARRANTY OF HABITABILITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, ANY REDUCTION IN THE FAIR RENTAL VALUE OF THE DWELLING UNIT, IN ANY COURT OF COMPETENT JURISDICTION.
- (2) IF A RENTAL AGREEMENT CONTAINS A PROVISION FOR EITHER PARTY IN AN ACTION RELATED TO THE RENTAL AGREEMENT TO OBTAIN ATTORNEY FEES AND COSTS, THEN THE PREVAILING PARTY IN ANY ACTION BROUGHT UNDER THIS PART 5 SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY FEES AND COSTS.

- 38-12-508. Landlord's defenses to a claim of breach of warranty – limitations on claiming a breach.** (1) IT SHALL BE A DEFENSE TO A TENANT'S CLAIM OF BREACH OF THE WARRANTY OF HABITABILITY THAT THE TENANT'S ACTIONS OR INACTIONS PREVENTED THE LANDLORD FROM CURING THE CONDITION UNDERLYING THE BREACH OF THE WARRANTY OF HABITABILITY.
- (2) ONLY PARTIES TO THE RENTAL AGREEMENT OR OTHER ADULT RESIDENTS LISTED ON THE RENTAL AGREEMENT WHO ARE ALSO LAWFULLY RESIDING IN THE DWELLING UNIT MAY ASSERT A CLAIM FOR A BREACH OF THE WARRANTY OF HABITABILITY.



(3) A TENANT MAY NOT ASSERT A CLAIM FOR INJUNCTIVE RELIEF BASED UPON THE LANDLORD'S BREACH OF THE WARRANTY OF HABITABILITY OF A RESIDENTIAL PREMISES UNLESS THE TENANT HAS GIVEN NOTICE TO A LOCAL GOVERNMENT WITHIN THE BOUNDARIES OF WHICH THE RESIDENTIAL PREMISES IS LOCATED OF THE CONDITION UNDERLYING THE BREACH THAT IS MATERIALLY DANGEROUS OR HAZARDOUS TO THE TENANT'S LIFE, HEALTH, OR SAFETY.

(4) A TENANT MAY NOT ASSERT A BREACH OF THE WARRANTY OF HABITABILITY AS A DEFENSE TO A LANDLORD'S ACTION FOR POSSESSION BASED UPON A NONMONETARY VIOLATION OF THE RENTAL AGREEMENT OR FOR AN ACTION FOR POSSESSION BASED UPON A NOTICE TO QUIT OR VACATE.

(5) IF THE CONDITION ALLEGED TO BREACH THE WARRANTY OF HABITABILITY IS THE RESULT OF THE ACTION OR INACTION OF A TENANT IN ANOTHER DWELLING UNIT OR ANOTHER THIRD PARTY NOT UNDER THE DIRECTION AND CONTROL OF THE LANDLORD AND THE LANDLORD HAS TAKEN REASONABLE, NECESSARY, AND TIMELY STEPS TO ABATE THE CONDITION, BUT IS UNABLE TO ABATE THE CONDITION DUE TO CIRCUMSTANCES BEYOND THE LANDLORD'S REASONABLE CONTROL, THE TENANT'S ONLY REMEDY SHALL BE TERMINATION OF THE RENTAL AGREEMENT CONSISTENT WITH

**SECTION 38-12-507 (1) (a).**

(6) FOR PUBLIC HOUSING AUTHORITIES AND OTHER HOUSING PROVIDERS RECEIVING FEDERAL FINANCIAL ASSISTANCE DIRECTLY FROM THE FEDERAL GOVERNMENT, NO PROVISION OF THIS PART 5 IN DIRECT CONFLICT WITH ANY FEDERAL LAW OR REGULATION SHALL BE ENFORCEABLE AGAINST SUCH HOUSING PROVIDER.

**38-12-509. Prohibition on retaliation.** (1) A LANDLORD SHALL NOT RETALIATE AGAINST A TENANT FOR ALLEGING A BREACH OF THE WARRANTY OF HABITABILITY BY DISCRIMINATORILY INCREASING RENT OR DECREASING SERVICES OR BY BRINGING OR THREATENING TO BRING AN ACTION FOR POSSESSION IN RESPONSE TO THE TENANT HAVING MADE A GOOD FAITH COMPLAINT TO THE LANDLORD OR TO A GOVERNMENTAL AGENCY ALLEGING A BREACH OF THE WARRANTY OF HABITABILITY.

(2) A LANDLORD SHALL NOT BE LIABLE FOR RETALIATION UNDER THIS SECTION, UNLESS A TENANT PROVES THAT A LANDLORD BREACHED THE WARRANTY OF HABITABILITY.

(3) REGARDLESS OF WHEN AN ACTION FOR POSSESSION OF THE PREMISES WHERE THE LANDLORD IS SEEKING TO TERMINATE THE TENANCY FOR VIOLATION OF THE TERMS OF THE RENTAL AGREEMENT IS BROUGHT, THERE SHALL BE A REBUTTABLE PRESUMPTION IN FAVOR OF THE LANDLORD THAT HIS OR HER DECISION TO TERMINATE IS NOT RETALIATORY. THE PRESUMPTION CREATED BY THIS SUBSECTION (3) CANNOT BE REBUTTED BY EVIDENCE OF THE TIMING ALONE OF THE LANDLORD'S INITIATION OF THE ACTION.

(4) IF THE LANDLORD HAS A RIGHT TO INCREASE RENT, TO DECREASE SERVICE, OR TO TERMINATE THE TENANT'S TENANCY AT THE END OF ANY TERM OF THE RENTAL AGREEMENT AND THE LANDLORD EXERCISES ANY OF THESE RIGHTS, THERE SHALL BE A REBUTTABLE PRESUMPTION THAT THE LANDLORD'S EXERCISE OF ANY OF THESE RIGHTS WAS NOT RETALIATORY. THE PRESUMPTION OF THIS SUBSECTION

(4) CANNOT BE REBUTTED BY EVIDENCE OF THE TIMING ALONE OF THE LANDLORD'S EXERCISE OF ANY OF THESE RIGHTS.

**38-12-510. Unlawful removal or exclusion.** IT SHALL BE UNLAWFUL FOR A LANDLORD TO REMOVE OR EXCLUDE A TENANT FROM A DWELLING UNIT WITHOUT RESORTING TO COURT PROCESS, UNLESS THE REMOVAL OR EXCLUSION IS CONSISTENT WITH THE PROVISIONS OF ARTICLE 18.5 OF TITLE 25, C.R.S., AND THE RULES PROMULGATED BY THE STATE BOARD OF HEALTH FOR THE CLEANUP OF AN ILLEGAL DRUG LABORATORY OR IS WITH THE MUTUAL CONSENT OF THE LANDLORD AND TENANT OR UNLESS THE DWELLING UNIT HAS BEEN ABANDONED BY THE TENANT AS EVIDENCED BY THE RETURN OF KEYS, THE SUBSTANTIAL REMOVAL OF THE TENANT'S PERSONAL PROPERTY, NOTICE BY THE TENANT, OR THE EXTENDED ABSENCE OF THE TENANT WHILE RENT REMAINS UNPAID, ANY OF WHICH WOULD CAUSE A REASONABLE PERSON TO BELIEVE THE TENANT HAD PERMANENTLY SURRENDERED POSSESSION OF THE DWELLING UNIT. SUCH UNLAWFUL REMOVAL OR EXCLUSION INCLUDES THE WILLFUL TERMINATION OF UTILITIES OR THE WILLFUL REMOVAL OF DOORS, WINDOWS, OR LOCKS TO THE PREMISES OTHER THAN AS REQUIRED FOR REPAIR OR MAINTENANCE. IF THE LANDLORD WILLFULLY AND UNLAWFULLY REMOVES THE TENANT FROM THE PREMISES OR WILLFULLY AND UNLAWFULLY CAUSES THE TERMINATION OF HEAT, RUNNING WATER, HOT WATER, ELECTRIC, GAS, OR OTHER ESSENTIAL SERVICES, THE TENANT MAY SEEK ANY REMEDY AVAILABLE UNDER THE LAW, INCLUDING THIS PART 5.

**38-12-511. Application.** (1) UNLESS CREATED TO AVOID ITS APPLICATION, THIS PART 5 SHALL NOT APPLY TO ANY OF THE FOLLOWING ARRANGEMENTS:

- (a) RESIDENCE AT A PUBLIC OR PRIVATE INSTITUTION, IF SUCH RESIDENCE IS INCIDENTAL TO DETENTION OR THE PROVISION OF MEDICAL, GERIATRIC, EDUCATION, COUNSELING, RELIGIOUS, OR SIMILAR SERVICE;
  - (b) OCCUPANCY UNDER A CONTRACT OF SALE OF A DWELLING UNIT OR THE PROPERTY OF WHICH IT IS A PART, IF THE OCCUPANT IS THE PURCHASER, SELLER, OR A PERSON WHO SUCCEEDS TO HIS OR HER INTEREST;
  - (c) OCCUPANCY BY A MEMBER OF A FRATERNAL OR SOCIAL ORGANIZATION IN THE PORTION OF A STRUCTURE OPERATED FOR THE BENEFIT OF THE ORGANIZATION;
  - (d) TRANSIENT OCCUPANCY IN A HOTEL OR MOTEL THAT LASTS LESS THAN THIRTY DAYS;
  - (e) OCCUPANCY BY AN EMPLOYEE OR INDEPENDENT CONTRACTOR WHOSE RIGHT TO OCCUPANCY IS CONDITIONAL UPON PERFORMANCE OF SERVICES FOR AN EMPLOYER OR CONTRACTOR;
  - (f) OCCUPANCY BY AN OWNER OF A CONDOMINIUM UNIT OR A HOLDER OF A PROPRIETARY LEASE IN A COOPERATIVE;
  - (g) OCCUPANCY IN A STRUCTURE THAT IS LOCATED WITHIN AN UNINCORPORATED AREA OF A COUNTY, DOES NOT RECEIVE WATER, HEAT, AND SEWER SERVICES FROM A PUBLIC ENTITY, AND IS RENTED FOR RECREATIONAL PURPOSES, SUCH AS A HUNTING CABIN, YURT, HUT, OR OTHER SIMILAR STRUCTURE;
  - (h) OCCUPANCY UNDER RENTAL AGREEMENT COVERING A RESIDENTIAL PREMISES USED BY THE OCCUPANT PRIMARILY FOR AGRICULTURAL PURPOSES; OR
  - (i) ANY RELATIONSHIP BETWEEN THE OWNER OF A MOBILE HOME PARK AND THE OWNER OF A MOBILE HOME SITUATED IN THE PARK.
- (2) NOTHING IN THIS SECTION SHALL BE CONSTRUED TO LIMIT REMEDIES AVAILABLE ELSEWHERE IN LAW FOR A TENANT TO SEEK TO MAINTAIN SAFE AND SANITARY HOUSING.

**SECTION 4. Effective date - applicability.**

- (1) This act shall take effect September 1, 2008.
- (2) However, if a referendum petition is filed against this act or an item, section, or part of this act during the 90-day period after final adjournment of the general assembly that is allowed for submitting a referendum petition pursuant to article V, section 1 (3) of the state constitution, then the act, item, section, or part, shall not take effect unless approved by the people at a biennial regular general election and shall take effect on the date specified in subsection (1) or on the date of the official declaration of the vote thereon by proclamation of the governor, whichever is later.
- (3) This act shall apply to rental agreements entered into or extended or renewed on or after the effective date of this act.

**PLEASE NOTE: the City of Fort Collins CANNOT interpret this (or any) State or federal statute; a legal professional or elected governmental representative is suggested if you have specific questions.**



# Colorado Department of Public Health and Environment

Colorado Department  
of Public Health  
and Environment

## *Mold Information Sheet*

August 2002

4300 Cherry Creek Drive South, Denver CO 80246  
Disease Control and Environmental Epidemiology Division — (303) 692-2700  
Air Pollution Control Division — (303) 692-3100

### ABOUT MOLD

#### What are Molds?

Molds are simple, microscopic organisms, present virtually everywhere, indoors and outdoors. Molds, along with mushrooms and yeasts, are *fungi* and are needed to break down dead material and recycle nutrients in the environment. For molds to grow and reproduce, they need only a food source – any organic material, such as leaves, wood, paper, or dirt—and moisture. Because molds grow by digesting the organic material, they gradually destroy whatever they grow on. Mold growth on surfaces can often be seen in the form of discoloration, frequently green, gray, brown, or black but also white and other colors. Molds release countless tiny, lightweight spores, which travel through the air. Some of the most common indoor molds are *Cladosporium*, *Penicillium*, *Aspergillus*, and *Alternaria*.

#### Can mold become a problem in my home?

Molds will grow and multiply whenever conditions are right— when sufficient moisture is available and when organic material is present. Be on the lookout in your home for common sources of indoor moisture that may lead to mold problems:

- Humidifiers
- Leaky roofs
- Sprinkler spray hitting the house
- Plumbing leaks
- Overflow from sinks or sewers
- Damp basement or crawl space
- Steam from shower or cookin

Warping floors and discoloration of walls and ceilings can be indications of moisture problems. Condensation on windows or walls is also an important indication, but it can sometimes be caused by an indoor combustion problem. Have fuel-burning appliances routinely inspected by your local utility or a professional heating contractor.

#### Should I be concerned about mold in my home?

Yes, if indoor mold contamination is extensive, it can cause very high and persistent airborne spore exposures. Persons exposed to high spore levels can become sensitized and develop allergies to the mold or other health problems. Mold growth can damage your furnishings, such as carpets, sofas and cabinets. Clothes and shoes in damp closets can become soiled. In time, unchecked mold growth can cause serious damage to the structural elements in your home.

### HEALTH EFFECTS

#### How am I exposed to indoor molds?

Everyone is exposed to some mold on a daily basis without evident harm. It is common to find mold spores in the air inside homes, and most of the airborne spores found indoors come from outdoor sources. Mold spores primarily cause health problems when they are present in large numbers and people inhale many of them. This occurs primarily when there is active mold

growth within a home, office or school where people live or work. People can also be exposed to mold by touching materials and by eating contaminated foods.

#### What symptoms are commonly seen with mold exposure?

Molds may produce health effects through inflammation, allergy, or infection. Allergic reactions are most common following mold exposure. Typical symptoms that mold-exposed persons report (alone or in combination) include:

- Respiratory problems, such as wheezing, difficulty breathing and shortness of breath
- Nasal and sinus congestion
- Eye irritation (burning, watery, or reddened eyes)
- Dry, hacking cough
- Nose or throat irritation
- Skin rashes or irritation

#### How much mold can make me sick?

It depends. For some people, a relatively small number of mold spores can trigger an asthma attack or lead to other health problems. For others, symptoms may occur only when exposure levels are much higher. Nonetheless, indoor mold growth is unsanitary and undesirable. Basically, if you can see or smell mold inside your home, take steps to identify and eliminate the excess moisture and to cleanup and remove the mold.

To be prudent, infants less than one year of age should not be exposed to chronically moldy, water damaged environments.

## Are some molds more hazardous than others?

Allergic persons vary in their sensitivities to mold, both as to the amount and the types to which they react. In addition to their allergic properties, some indoor molds may produce compounds that have toxic properties, which are called mycotoxins. Mycotoxins are not always produced, and whether a mold produces mycotoxins while growing in a building depends on what the mold is growing on, conditions such as temperature, pH, humidity. When mycotoxins are present, they occur in both living and dead mold spores and may be present in materials that have become contaminated with molds.

While *Stachybotrys* is growing, a wet slime layer covers its spores, preventing them from becoming airborne. However, when the mold dies and dries up, air currents or physical handling can cause spores to become airborne. At present there is no environmental test to determine whether *Stachybotrys* growth found in buildings is producing toxins. There is also no blood or urine test that can establish if an individual has been exposed to *Stachybotrys chartarum* spores or its toxins.

## Who is at greater risk when exposed to mold?

Exposure to mold is not healthy for anyone inside buildings. Therefore, it is always best to identify and correct high moisture conditions quickly before mold grows and health problems develop.

Some people may have more severe symptoms or become ill more rapidly than others:

- Individuals with existing respiratory conditions, i.e. allergies, chemical sensitivities, or asthma.
- Persons with weakened immune systems, such as people with HIV, cancer chemotherapy patients, and others with chronic diseases.
- Infants and young children.
- The elderly.

## Will my health or my child's health be affected, and should we see a physician?

If you believe that you or your children have symptoms that you suspect are caused by exposure to mold, you should see a physician. Keep in mind that many symptoms associated with mold exposure may also be caused by many other illnesses.

You should tell your physician about the symptoms and about when, how, and for how long you think you or your children were exposed.

## DETECTION OF MOLD

### How can I tell if I have mold in my house?

You may suspect that you have mold if you see discolored patches, cottony or speckled growth on walls or furniture or if you smell an earthy or musty odor. Evidence of past or ongoing water damage should also trigger more thorough inspection. You may find mold growth underneath water-damaged surfaces or behind walls, floors or ceilings

### Should I test my home for mold?

The Colorado Department of Public Health and Environment **does not recommend testing as a first step to determine if you have a mold problem.** Reliable air sampling for mold can be expensive and requires expertise and equipment that is not available to the general public. Owners of individual private homes and apartments generally will need to pay a contractor to carry out such sampling, because insurance companies and public health agencies seldom provide this service. Mold inspection and cleanup is usually considered a housekeeping task that is the responsibility of homeowner or landlord, as are roof and plumbing repairs, house cleaning, and yard maintenance.

Another reason the health dept does not recommend testing for mold contamination is that there are few available standards for judging

what is an acceptable quantity of mold. In all locations, there is some level of airborne mold outdoors. If sampling is carried out in a home, an outdoor air sample also must be collected at the same time as the indoor samples, to provide a baseline measurement. Because individual susceptibility varies so greatly, sampling is at best a general guide.

The simplest way to deal with a suspicion of mold contamination is: **If you can see or smell mold, you likely have a problem and should take the steps outlined below.** Mold growth is likely to recur unless the source of moisture that is allowing mold to grow is removed and the contaminated area is cleaned.

## GENERAL CLEAN-UP PROCEDURES

The following is intended as an overview for homeowners or apartment dwellers. We recommend that you consult EPA and other documents listed in the useful publications section.

### Elements of the Clean-up Procedures

- Identify and eliminate sources of moisture.
- Identify and assess the magnitude and area of mold contamination.
- Clean and dry moldy areas – use containment of affected areas.
- Bag and dispose of all material that may have moldy residues, such as rags, paper, leaves, and debris.

### Assessing the Size of a Mold Contamination Problem

There will be a significant difference in the approach used for a small mold problem – total area affected is less than 10 square feet – and a large contamination problem – more than 100 square feet. In the case of a relatively small area, the homeowner or maintenance staff, using personal protective equipment, can handle the clean-up. However, for cases of large areas, it is advisable that an experienced, professional contractor be used.

A list of contractors can be found at [www.cdphe.state.co.us/ap/IAQhom.asp](http://www.cdphe.state.co.us/ap/IAQhom.asp). The Colorado Department of Public Health and Environment does not accredit, certify, recommend or endorse the listed contractors; their credibility can be checked at the following websites: [www.acgih.org](http://www.acgih.org), [www.aiha.org](http://www.aiha.org) and [www.ascr.org](http://www.ascr.org).

### **Can mold cleaning-up activities be hazardous to my health?**

Yes. During the cleaning process, you may be exposed to mold, strong detergents, and disinfectants. Spore counts may be 10 to 1000 times higher than background levels when mold-contaminated materials are disturbed.

Take steps to protect your and your family's health during cleanup:

- When handling or cleaning moldy materials, it is important to use a respirator to protect yourself from inhaling airborne spores.

Respirators can be purchased from hardware stores; select one that is effective for particle removal (sometimes referred to as an N-95 particulate respirator). However, respirators that remove particles will not protect you from fumes (from cleaning materials). Minimize exposure when using bleach or other disinfectants by ensuring good ventilation of the area.

- Wear protective clothing that is easily cleaned or discarded.
- Use rubber gloves.
- Try cleaning a test area first. If you feel that this activity adversely affected your health, you should consider paying a licensed contractor or other experienced professional to carry out the work.
- Ask bystanders to leave areas that are being cleaned.
- Work for short time periods and rest in a location with fresh air.
- Air out your house well during and after the work.

**Never use equipment with a gas engine indoors, such as the engine on a water pump, pressure washer or generator, as you could expose your family to toxic levels of carbon monoxide**

### **Removal of Moldy Materials**

Clean up should begin after the moisture source is fixed and excess water has been removed. Wear gloves when handling moldy materials.

- Discard porous materials, such as ceiling tiles, sheetrock, carpeting, and wood products.
- Bag and discard moldy items; if properly enclosed, items can be disposed with household trash.
- Dry affected areas for 2 or 3 days.

Because spores are more easily released when moldy materials dry out, it is advisable to remove moldy items as soon as possible. If there was flooding, sheetrock should be removed to a level above the high-water mark. Visually inspect the wall interior and remove any mold-contaminated materials.

### **What can I save? What should I toss?**

You should discard moldy items that are porous and from which it will be difficult to remove mold completely, including paper, rags, wallboard, rotten wood, carpet, drapes, and upholstered furniture.

Contaminated carpet is often difficult to thoroughly clean, especially when the backing and/or padding have become moldy. Solid materials – glass, plastic, and metal – can generally be kept after they are thoroughly cleaned.

### **Clean-up**

When attempting to clean less porous items, the first step is to remove as much mold as possible. A cleaning detergent is effective for this purpose. Wear gloves, mask and eye protection when doing this cleanup.

- Use non-ammonia soap or detergent, or a commercial cleaner, in hot water, and scrub the entire area that is affected by the mold.
- Use a stiff brush or cleaning pad on cement-block and uneven walls.
- Rinse cleaned items with water and dry thoroughly. A wet/dry vacuum is helpful for removing water and cleaning items.

### **Disinfection of Contaminated Materials**

Disinfecting agents can be toxic for humans, not just molds. They should be used only when necessary and should be handled with caution.

Disinfectants are intended to be applied to thoroughly cleaned materials and are used to ensure most microorganisms have been killed.

Removal of mold growth from nonporous materials usually is sufficient. Wear gloves, mask and eye protection when using disinfectants

- After thoroughly cleaning and rinsing contaminated materials, a solution of 10 percent household bleach (1 cup bleach per gallon of water) can be used as a disinfectant.
- **Using bleach straight from the bottle is actually LESS effective than diluted bleach.**
- Keep the disinfectant on the treated material for the prescribed time before rinsing or drying, typically 10 minutes is recommended for a bleach solution.
- **Bleach fumes can irritate the eyes, nose, and throat. Make sure working areas are well ventilated.**
- Properly collect and dispose extra disinfectant and runoff.
- **Never mix bleach with ammonia; toxic fumes may be produced.**

### **Can air ducts be contaminated with mold?**

Yes. Air duct systems can become contaminated with mold. Duct systems may be constructed of bare sheet metal (with or without fibrous glass insulation on the exterior, or sheet metal with an internal fibrous glass liner, or they may be made entirely of fibrous glass. Bare sheet metal systems and sheet metal with exterior fibrous glass insulation can be cleaned and disinfected. If water damaged, ductwork made of sheet metal with an internal fibrous glass liner or made entirely of fibrous glass will often need to be removed and discarded. Ductwork in difficult-to-reach locations may have to be abandoned. Contact an air duct professional or licensed contractor.

## Can ozone air cleaners help remove indoor mold or reduce odors?

The Colorado Department of Public Health and Environment strongly recommends that you NOT use an ozone air cleaner in any occupied space. Ozone is a strong oxidizing agent that is used to eliminate odors. However, ozone is a known lung irritant. Ozone generators have been shown to sometimes produce indoor levels above the safe limit. It has been shown that ozone is not effective in controlling molds and other microbial contamination, even at concentrations far above safe health levels. Also, ozone may damage materials in the home, for example, cause rubber items to become brittle.

## How can I prevent indoor mold problems in my home?

Inspect your home regularly for the indications and sources of indoor moisture and mold listed on Page 1. Take steps to eliminate sources of water as quickly as possible. If a leak or flooding occurs, it is essential to act *quickly*:

- Stop the source of leak or flooding.
- Remove excess water with mops or wet vacuum.
- Whenever possible, move wet items to a dry area.
- Move rugs and pull up areas of wet carpet as soon as possible.
- Open closet and cabinet doors and move furniture away from walls to increase circulation.
- Run portable fans to increase air circulation. Do NOT use the home's central blower if flooding has occurred in it or in any of the ducts.
- Do NOT use fans if mold may have already started to grow -- more than 48 hours since flooding.
- Run dehumidifiers and window air conditioners to lower humidity.
- Do NOT turn up the heat or use heaters in confined areas; this *increases* the rate of mold growth.
- If water has soaked inside the walls, it may be necessary to open wall cavities, remove baseboards, and/or pry open wall paneling.

## Who can I contact for more information?

Should you need additional information on mold, please contact the Colorado Department of Public Health and Environment's Disease Control and Environmental Epidemiology Division at (303) 692-2700 or the department's Air Pollution Control Division at (303) 692-3100, [www.cdphe.state.co.us/ap/aphom.asp](http://www.cdphe.state.co.us/ap/aphom.asp)

### FOR LOCAL ASSISTANCE:

Contact your county or city health department, or your local housing, or Environmental Health Agency.

**NOTE (addition):** The Larimer County Dept of Public Health only gets involved if the mold problem is potentially affecting the public at large. Likewise, the City of Fort Collins can be called in if there is an obvious mold source that is structural in nature, i.e. leaking pipes.

## USEFUL PUBLICATIONS General Information

***Biological Pollutants in Your Home.*** Concise booklet by U.S. EPA aimed at affected homeowner.

***Mold and Moisture.*** Appendix H in the U.S. EPA IAQ Tools for Schools

### **Clean-up Guidance**

***Flood Cleanup.*** Excellent resource by U.S. EPA, with access to the American Red Cross and FEMA.

[www.epa.gov/iaq/pubs/flood.html](http://www.epa.gov/iaq/pubs/flood.html)

***Mold Remediation in Schools and Commercial Buildings.*** Valuable guidance by U.S. EPA, is also applicable to residences.

[www.epa.gov/iaq/molds/mold\\_remediation.html](http://www.epa.gov/iaq/molds/mold_remediation.html)

### **Additional Information:**

**U.S. EPA IAQ INFO**, (800) 438-4318, [www.epa.gov/iaq/molds/index.html](http://www.epa.gov/iaq/molds/index.html)

**CDC Air Pollution and Respiratory Health Branch**, National Center for Environmental Health, (404) 498-1000, [www.cdc.gov/nceh/airpollution/mold](http://www.cdc.gov/nceh/airpollution/mold)

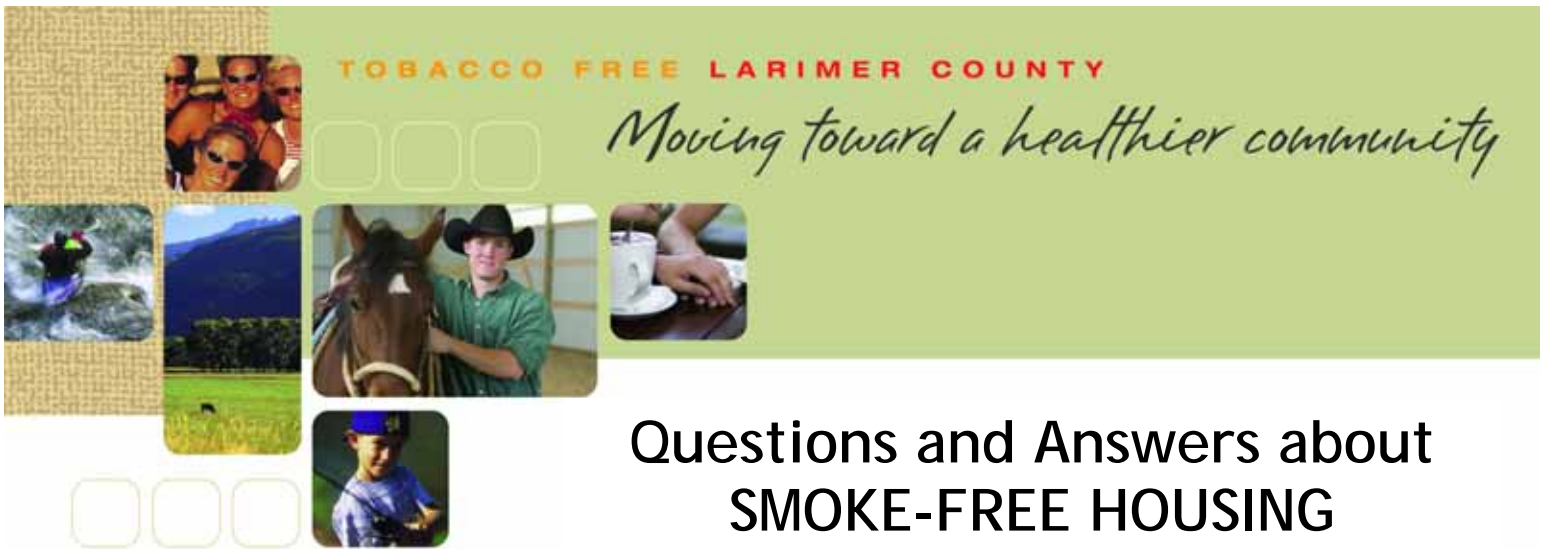
**California Department of Health Services**, Indoor Air Quality Info Sheet Mold in My Home: What Do I Do? [www.cal-iaq.org/iaqsheet.htm#Mold](http://www.cal-iaq.org/iaqsheet.htm#Mold)

### **References**

*Mold in My Home: What Should I Do?*, California Department of Health Services, Indoor Air Quality Info Sheet, July 2001.

*Facts About Mold*, New York City Dept of Health and Mental Hygiene, Environmental and Occupational Disease Epidemiology, February 2001.

*Mold/Moisture/Mildew*, EPA, Indoor Air.



## Questions and Answers about SMOKE-FREE HOUSING

**Q. Is it legal to make apartment buildings housing non-smoking?**

**A. Yes.** Under federal and Colorado law it is perfectly legal for apartment buildings to have their own smoke-free policies. Landlords and apartment managers can make all of their building(s) smoke-free. In federally subsidized housing, a landlord cannot refuse to rent a unit to a smoker, but the landlord can prohibit smoking in the apartment.

The current law (Colorado's Clean Indoor Air Act) already prohibits smoking in restrooms, lobbies, hallways and other common areas in apartment buildings. Though it does not include any resident's own apartment, landlords can set their own smoke-free policies for apartments and determine whether or not there will be designated outdoor areas for smoking. Landlords who set smoke-free policies are encouraged to help residents prepare by providing adequate notice of the change.

**Q. Are smokers specially protected under the law?**

**A. No.** According to the US Constitution and the courts, smoking is not a fundamental right and people have no legal right to smoke. Smokers are not a protected legal class, and there is no "right to smoke" under law.

**Q. Do non-smokers with disabilities have legal protection against secondhand smoke (SHS) that comes into their apartment from neighbors smoking?**

**A. Yes,** under the Americans with Disabilities Act and the Fair Housing Act, non-smokers with certain disabilities that affect their ability to breathe may have legal protection if a doctor documents that their medical conditions are affected by the SHS.

**Q. Is Secondhand smoke (SHS) really that dangerous?**

**A. Yes,** SHS contains chemicals and poisons that are harmful to people and pets. Those chemicals are especially dangerous in closed-in spaces like a home or car. These poisons remain in the apartment even after someone smokes. Elderly persons and children are especially at risk. Breathing SHS can cause lung cancer in adults. Children can get ear infections, asthma, and respiratory problems from the exposure. The 2006 Surgeon General's report says there is no safe level of exposure to SHS.

**Q. Why are smoke-free policies so important?**

**A. Smoke-free air improves the health of Larimer County residents.** Persons living in subsidized housing often have higher levels of exposure to SHS and they might be more at risk to getting sick from SHS because they may have less access to regular health care. Providing smoke-free housing also helps prevent fires and it can save landlords money since less apartment clean-up is needed after a renter moves.

**Q. What support is available for residents?**

**A. See [www.raisesmokefreekids.org](http://www.raisesmokefreekids.org)** for information on SHS. In Larimer County, about 86% of residents don't smoke and most of those who do already step outside their homes to smoke). You can get free phone coaching on how to quit smoking and free patches that help you quit at the Colorado Quitline, 1-800-QUIT-NOW (1-800-784-8669).

# Sample smoke-free housing notification letter to tenants

[www.mnsmokefreehousing.org/documents/Tenant\\_notification\\_letter.pdf](http://www.mnsmokefreehousing.org/documents/Tenant_notification_letter.pdf)

Dear Residents,

In order to provide a healthier environment for our residents and guests, our property has decided to go completely smoke free. The harmful effects of secondhand smoke and the fire dangers caused by smoking indoors are simply too great to ignore. The common areas in your building are already smoke free in accordance with the Colorado Clean Indoor Air Act (this includes hallways, exercise areas, laundry rooms, and enclosed garages). A smoke-free policy for all individual units will be phased in as leases are renewed. The City of Fort Collins also enforces a ban on indoor smoking in public places, including 20 feet within a door or window.

## Hazards of Secondhand Smoke

Secondhand smoke is a serious health hazard. It is the third leading cause of preventable death in the United States, causing approximately 49,000 deaths each year. The 2006 Surgeon General's report, "The Health Consequences of Involuntary Exposure to Tobacco Smoke," states that there is no risk-free level of exposure to secondhand smoke. Secondhand smoke is particularly dangerous to children and has been linked to childhood asthma, low birth weight, ear infections, and Sudden Infant Death Syndrome.

## Fire Risk

Smoking is the leading cause of fire death in the United States. Fires can start on decks and porches as well as in units. According to the National Fire Protection Association's report "The Smoking-Materials Fire Problem," one in four (24%) victims who die in residential smoking-related fires is not the smoker whose cigarette started the fire. Fires caused by smoking are costly, deadly, and have many people with damaged property and no place to live. We want to protect our residents from these dangers.

## Ventilation is not Effective

Research conducted during air movement studies have shown that secondhand smoke travels from unit to unit. The smoke can seep through electrical outlets, heating and duct work, and structural gaps. The remodeling required to prevent secondhand smoke from traveling to another residence can be costly and ineffective. The only effective way to stop the spread of secondhand smoke is by adopting a smoke-free policy.

## Our Building's New Smoke-Free Policy

Effective **[date for new tenants]**, all tenants signing new leases will be required to sign a smoke-free lease addendum that explains the policy. All current tenants will be required to sign a smoke-free lease addendum during their lease renewal process. We anticipate the transition to becoming a smoke-free building to be completed by **[date all tenants will have signed smoke-free lease addendum]**. The smoke-free policy will cover all individual units and all common areas **[if applicable, list other smoke-free places on property]**. All residents and guests will be required to follow this policy.

Please consider this letter as notice about the changes that will be taking place upon renewal of your lease. We hope this policy will help everyone breathe easier and live healthier. Please have all adults living in your unit sign the enclosed form and return it to the management within one week. If you have any questions about this policy, please contact management.

Thank you,  
Property Manager/Owner  
**[DATE]**



All adults living in a unit must sign below and return to the management within one week. If this form is not signed and returned within one week, management will assume that residents have chosen not to adhere to the smoke-free policy and will begin the lease termination process.

**Adult #1**

I understand and agree to abide by the smoke-free policy to begin at my lease renewal.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Apartment Number: \_\_\_\_\_ Date: \_\_\_\_\_

**Adult #2**

I understand and agree to abide by the smoke-free policy to begin at my lease renewal.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Apartment Number: \_\_\_\_\_ Date: \_\_\_\_\_

**Adult #3**

I understand and agree to abide by the smoke-free policy to begin at my lease renewal.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Apartment Number: \_\_\_\_\_ Date: \_\_\_\_\_

**Adult #4**

I understand and agree to abide by the smoke-free policy to begin at my lease renewal.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Apartment Number: \_\_\_\_\_ Date: \_\_\_\_\_



## Lead-Based Paint Disclosure (Rentals)

Attachment to Residential Lease or Rental Agreement for the Property known as:

Street Address

City

State

Zip

**WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY**  
Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 (plus adjustment for inflation) for each violation.

### Disclosure for Target Housing Rentals and Leases

#### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

##### Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

#### Landlord's Disclosure to Tenant and Real Estate Licensee(s)

(a) Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.

(b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):

- Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- Landlord has knowledge of lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(c) Records and reports available to Landlord (check one box below):

- Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

#### Tenant's Acknowledgment

(d) Tenant has read the Lead Warning Statement above and understands its contents.

(e) Tenant has received copies of all information, including any records and reports listed by Landlord above.

(f) Tenant has received the pamphlet "Protect Your Family From Lead in Your Home".

#### Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Landlord's Disclosure, has informed Landlord of Landlord's obligations and is aware of licensee's responsibility to ensure compliance.

#### Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Real Estate Licensee (Listing)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Real Estate Licensee (Leasing)

\_\_\_\_\_  
Date

