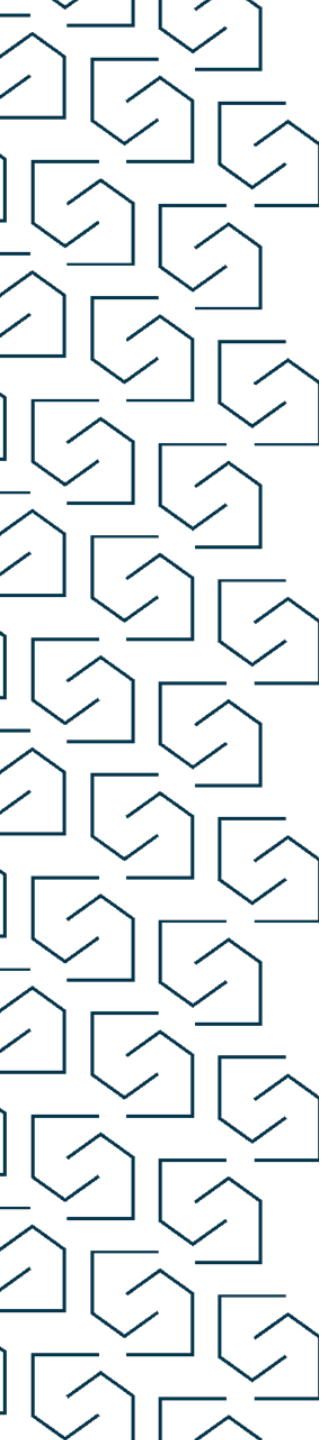


The logo for the Colorado Poverty Law Project is a dark blue outline of a shield with a pointed bottom. The text "Colorado Poverty Law Project" is written in white, bold, sans-serif font inside the shield.

**Colorado
Poverty
Law Project**

Know Your Housing Rights: A Recap of Colorado's 2021 Legislative Session

Presented by Jack Regenbogen, Esq.



Thank you for joining us today!

CPLP strives prevent homelessness through legal representation, education, and advocacy.

We believe that no one should become homeless for lack of access to housing justice.

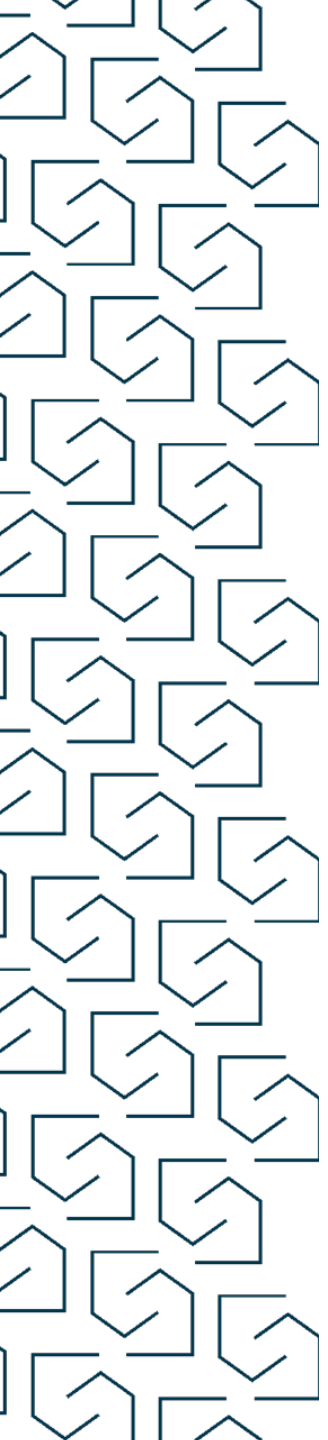


Young Adult Initiative

All our work is done in partnership with Young Adult Tenant Advocates.

Our mission is to empower young adults to understand their rights when renting a place to live and how to advocate for themselves when those rights are violated.

Check us out on Facebook, Instagram, and Tiktok!
Our handle is @YATA5280



SB21-173 Rights in Residential Lease Agreements

This law (effective Oct. 1, 2021) will help keep Coloradans housed by establishing reasonable limits on rental late fees and by providing important new rights in eviction proceedings.



Limits on Rental Late Fees

- 7 day grace period before a fee can be charged
- Capped at \$50 or 5% of past due rent payment, whichever is greater
- Must be disclosed in a rental agreement (lease)
- No evictions based *solely* on unpaid late fees
- No interest charged on late fee debt
- No late fees stemming from the late payment of a rental subsidy provider
- No recouping late fee debt from future rental payments
- Notice within 180 days required before charging a late fee



Limits on Rental Late Fees (continued)

- Applies to both mobile home park tenants and other tenants
- Enforcement:
 - Initial penalty of \$50 per violation
 - Landlord has seven days to fix violation after receiving written or electronic notice
 - If uncured, tenant may seek compensatory damages, a penalty between \$150-\$1000, costs and attorney fees, and other types of relief.
 - Tenant may raise a violation of these laws as a defense in an eviction

Eviction Process and Lease Terms

Eviction Process:

- Right to “cure” (pay back-rent) while eviction is still pending
- Right to obtain evidence and request documents
- 7 days to prepare for trial
- Timing to file an “answer” (response to an eviction)
- Asserting a defense if housing is unsafe/unhealthy

Other Protections:

- No one-way fee shifting provisions in leases
- Penalties and remedies for illegal lockouts



Opportunity to Pay While Case is Pending

You have the right to “cure” (pay back-rent) until an eviction is ordered

- Must pay all amounts due according to notice, plus any rent that has accrued while case is pending
- May pay either the court or the landlord
- Upon confirmation of payment, court is required to dismiss the case
- This right may **not** be waived in a rental agreement



Requesting Documents From Your Landlord

You have the right to request documents from your landlord that are relevant to your eviction case

- Court “summons” must include form that allows you to request documents
- Court shall order your landlord to provide requested documentation between answer date and trial date
- You may also be asked to provide documentation



Time to File an “Answer”

- If an eviction is filed, you will receive a letter (called a “summons”) asking you to appear in court and file an “answer” (response to the eviction)
- This letter may request your answer by a certain date and time.
 - **If possible, it is best to file your answer by the time listed on the summons**– though under the new law, a court is not supposed to enter a “default” (automatic) eviction until close of business.



Time to Prepare for a Hearing

-
- After you file an answer, the court shall set trial no sooner than 7 days, but no more than ten days
 - If you want to set the hearing sooner than 7 days, you can indicate that in your answer
 - The court may set trial more than 10 days out if there is good cause
 - Hearings may also be held earlier if a “substantial violation” is alleged (i.e. criminal or dangerous behavior)



Raising a Defense that Your Landlord has Not Maintained a Safe & Healthy Home

- You may assert violation of the “warranty of habitability” as a defense to an eviction.
 - You may still be responsible for paying a portion of rent, within 14 days, after accounting for repairs/reduction of value
- Courts may require that you pay an amount equal to monthly rent before raising this defense-- **but this requirement should be waived** if court determines that your income:
 - is 5x or less the cost of your “annual rental,” OR
 - you earn less than 250% of federal poverty level– does not consider assets!



No one-way fee shifting

If a dispute arises between a landlord and renter, leases may no longer force renters to pay for a landlord's court costs and attorney fees **unless** the lease also allows the tenant to recoup those costs if they're successful in the dispute.



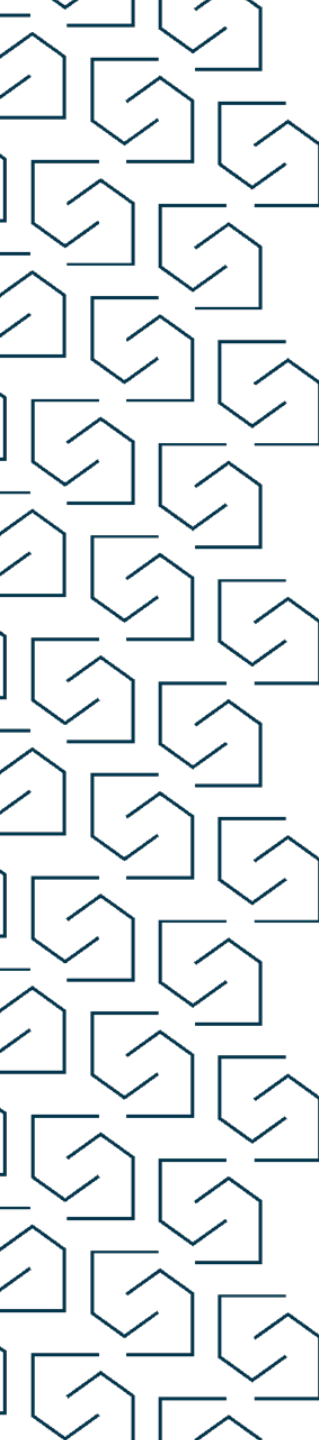
Penalties and Remedies for Illegal Evictions

- A tenant who has been illegally evicted may bring a lawsuit to stop further violations and to recover damages, costs, and reasonable attorney fees
- When this occurs, a tenant is entitled to be awarded damages equal to actual damages **and** the higher amount of either three times the monthly rent or five thousand dollars, as well as any other damages, attorney fees, and costs that may be owed
- A court **may** also order that tenants be allowed to reoccupy their residence after an illegal lockout



HB21-1121 Residential Tenancy Protections

- Guarantees that a person has 10 days to move post-eviction
 - 10 day clock starts at “judgment for possession”
- Limits rent increases to once per 12 months
- *When there is no written lease*, requires 60 day notice before a rent increase



HB21-1054: Housing Benefits Available to Everyone

- Any state-funded housing program is available to anyone who qualifies, regardless of immigration status
- Federal programs may still have restrictions



Existing Protections: Rental Applications

- Must limit application fee to actual out of pocket costs for screening a tenant
- Must provide renter with a notice as to why they weren't accepted
- Most provide refund if application is never considered



Consideration of a Rental Applicant's History

- Cannot consider housing or credit history older than seven years
- Cannot consider arrests that do not result in a conviction
- May only consider convictions that are older than five years
 - This does **not** apply to (1) homicide, (2) stalking, (3) manufacturing or distributing methamphetamine, (4) crimes that require someone to register as a sex offender. These convictions can be considered regardless of how old they are



Security Deposits

- Cannot use security deposit to pay for “normal wear and tear”
- Must provide a written statement that explains exactly why any portion of security deposit was retained
- Must return any part of the security deposit within 30 days, unless the lease allows for longer, but in no case can it be longer than 60 days

Q & A



Need help?

Please reach out to us for legal assistance [here](#):

<https://www.copovertylawproject.org/get-eviction-housing-help>

Or attend our upcoming (virtual) legal clinic on Wednesday, Oct. 20th from 4-6pm. You can sign up on our website:

www.copovertylawproject.org or by clicking [this link!](#)



THANK YOU!

Have questions?

contact@copovertylawproject.org

