

## Tenant Rights in Colorado: Safe Housing The Warranty of Habitability law

### What is the Warranty of Habitability?

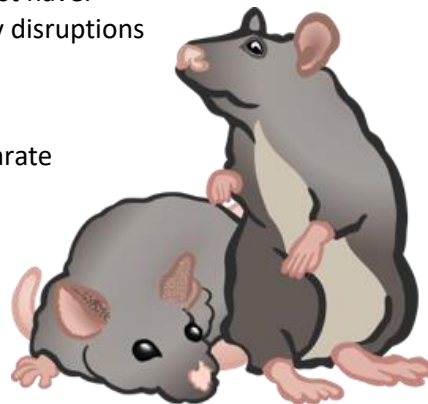
- The warranty of habitability is a Colorado law that requires that nearly every rental unit in the state meet minimum safety and health standards.
- In most cases, if you rent your home, you are legally guaranteed a safe and healthy place to live. This is true whether you have a written lease or not.
- Your landlord cannot try to get around these requirements by trying to get you to waive them or agree to something different.



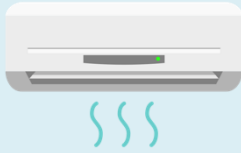
### Basic Housing Standards Landlords Must Meet

Landlords are required by law to make sure that their properties don't endanger your life, health or safety. Additionally, before your landlord rents out a house or apartment, it must have:

- **Running water** and working plumbing at all times (except temporary disruptions to perform necessary repairs)
- **Reasonably clean common areas** (no piled-up garbage)
- **No mice, rat, or insect infestations** (please note that we have a separate handout with information about bedbugs)
- **Adequate outdoor trashcans** and/or dumpsters with regular trash pick-up
- **Properly-maintained doors, stairways, elevators, and railings**
- **Compliance with local building, fire, health, and housing codes**
- **Water-tight roof, exterior walls, doors, and windows**
- **Door locks on all exterior doors and windows** that can open
- **Indoor heat** that's properly maintained and functional from October to April
- **Electricity and proper wiring**, including lights that are working properly and that complied with building codes that were in effect when they were installed
- **Accessible fire exits and points of egress** (ways out of the building in an emergency)
- **Proper ventilation**
- **A working elevator** (only required if you have a disability and can't use stairs)
- **No mold that could threaten your health or safety**, or ongoing dampness that might lead to mold (please note that we have a separate handout with more information about mold)



Failure to provide anything in the above list can cause a property to be **uninhabitable**, and therefore violates the warranty of habitability.



### Air Conditioning

- You have the right to have and use an AC unit, fan, or other appliance to keep yourself cool (except if it would be against the law, would damage the building, or would blow the electrical circuit).
- Your landlord can't try to get around this rule by telling you otherwise or by putting it in the lease.
- Your landlord isn't required to provide you with an AC unit (unless the lease says otherwise, or your landlord made it seem like your unit comes with one). If one is provided, your landlord needs to repair it if it breaks.
- If your landlord limits how many AC units there can be in your apartment complex, you may be entitled to priority installation if you're more affected by heat due to a disability.



### Radon

- Radon is a toxic gas that is colorless, odorless, and can cause cancer.
- You have the right to be informed, in writing, if your unit has had radon problems in the past.

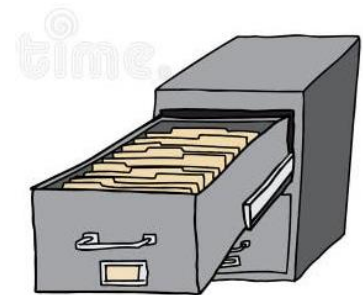


### Natural Gas

- Landlords are required to hire a licensed professional to fix hazardous issues with gas piping, gas stoves, and other gas appliances.

### Record-Keeping

- Your landlord is required by law to keep records of all documentation that concerns problems with your housing that might make it uninhabitable or unsafe. This includes:
  - Letters, emails, and texts between you and your landlord
  - Any notices your landlord has issued
  - Documents showing what action the landlord took to fix the issue.
- These records must be kept the whole time you live in the unit, plus 3 years after you move out.
- If you request a copy of these documents, your landlord has to give it to you within 10 days.



### Advance Notice for Entry

- Your landlord must give you 24-hour notice before they enter your unit to make a repair. You can agree to let them in sooner than that, but it's up to you.
- They need to tell you the time and date they plan to be there, and how long they think they'll need. You can propose a different time/date if what they suggest doesn't work for you.
- However, no advance notice is needed in an emergency. "Emergency" includes a situation where there's risk of substantial damage to the building,



such as a flood or fire, or where someone might get seriously hurt, such as an exposed electrical wire.

## Tenant's Responsibilities

Keep in mind that you also have some responsibilities in keeping your housing safe and sanitary. If you're an irresponsible tenant, your landlord might try to use your actions as grounds to evict you, or try to make you pay for any damage you cause.



You're required to:

- **Tell your landlord if there is a problem.** Let your landlord know about any habitability issues right away, preferably in writing. A sample notice is included with this packet.
- **Cooperate with your landlord** whenever they're trying to make necessary repairs.
- **Comply with your duties** under local housing, health and building codes.
- **Keep your home clean, safe, and sanitary.**
- **Properly dispose of garbage,** ashes, and other waste
- **Use your utilities responsibly** (including plumbing, heating, AC, restrooms, elevators, or other appliances).
- **Don't disturb the peace.** Don't disrupt your neighbors' peaceful enjoyment of their homes.
- **Don't damage or destroy the property.** You're responsible for the actions of your family and guests too. This includes damage done on purpose or on accident.

**Example:** If there's mold in your bathroom, you're obligated run the bathroom exhaust fan when you take a shower or bath, wipe down the shower regularly, and stop using any humidifiers. If that doesn't fix it, contact your landlord in writing as soon as possible.

## Exceptions to the Warranty of Habitability

### Housing Arrangements That Aren't Covered

- Residence at a medical, educational, religious or similar institution
- Owners of a mobile home where the issue is with the mobile home park
- Hotel stays of less than 30 days
- Hunting cabins, fishing shanties, tents
- Housing used by the tenant for the purposes of farming or keeping livestock
- Fraternities, sororities, and other social organizations
- Condo owners
- Housing for employees or independent contractors provided in exchange for performing work
- Single family home where the tenant agrees, in writing and signed by both parties, to be responsible for doing some (but not all) of the work required to maintain the property

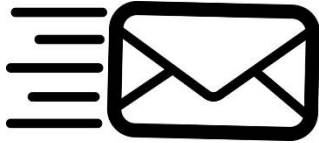
### Where the Tenant Caused the Problem

- Your landlord isn't responsible for problems that you, your family, or guests caused. (But keep in mind that they'll need to be able to prove that you did it.)
- One important exception is where the damage or problem was the result of domestic violence, domestic abuse, stalking, or unlawful sexual behavior (such as sexual assault, human trafficking, or child enticement). In any of these circumstances, the damage won't be considered your fault.

# What to Do When There's an Issue with Your Unit

## Notifying Your Landlord

Your landlord isn't legally required to make repairs until someone tells them about the problem **in writing**. This means someone has to give them written notice (including text, email, letter, or any other written message) before they have to start fixing the problem. A variety of people can put your landlord on notice of the problem, including:



- You
- A government entity, such as a building inspector
- Another tenant, if the problem affects their residence too
- The landlord's employee, representative, or maintenance staff
- Anyone else as permitted by your lease or property rules

All leases signed after 1/1/2025 are required to tell you how you should contact your landlord about habitability problems. Be sure to keep a copy of whatever you write so that you have proof of the communication. A sample notice letter is included with this packet.

## Timeline for Landlord to Respond and/or Begin the Repair

Your rights depend on whether the issue with your housing is urgent or non-urgent. Urgent means the situation endangers you or your family's life, health, or safety. A situation is considered not urgent where it's a general habitability concern that doesn't affect life, health, or safety.

Within either 24 (for urgent situations) or 72 hours (for non-urgent situations) of receiving notice, your landlord must let you know how they plan to fix the issue and how long they think it'll take. For urgent situations, your landlord needs to inform you about your right to stay in a hotel room, paid for by your landlord, until the repair is complete.

**Tip:** Don't stop paying rent while you're waiting for the landlord to make repairs. If you do, your landlord could evict you.

## Timeline for Landlord to Complete the Repair

1. **Not Urgent:** If the problem with your housing is not urgent, your landlord must respond, and start repairs if possible, within 72 hours (4 days). The issue must be resolved within 14 calendar days, unless your landlord has a good reason for not being able to meet that deadline.

**Example:** The drain to your bathroom sink breaks, and you can't use the faucet without water going everywhere. Your landlord tells you they're sending maintenance out the next day. The maintenance worker says they need a specialty part that's out of stock and it will take 3 weeks to order. That would likely count as a good reason for the repair to take longer than 14 days.



2. **Urgent:** If the problem with your housing is urgent, your landlord must respond, and start repairs if possible, within 24 hours. The issue must be resolved within 7 calendar days, unless your landlord has a good reason for not being able to meet that deadline.

Your landlord may be entitled to more time to make the repair if you won't let them into the unit or ask them to wait until a time that's better for you.



## Getting a Hotel or Other Temporary Place to Stay

Once your landlord receives written notice of an urgent problem (one that endangers life, health, or safety), they're required to provide information about getting a hotel room or other temporary place to stay while they're getting it fixed. This also applies to a situation where the elevator is broken and someone in the home can't use stairs due to a disability.



To get your landlord to rent you a hotel room, you need to request one. The landlord then has 24 hours to provide either a hotel room or other temporary place to stay. The landlord has to pay for it and isn't allowed to charge you or add the cost to your rent.

Whether your landlord provides a hotel room, an Airbnb, a short-term apartment, or something else, they must provide the same number of beds as what you have at home.

Also, if your landlord thinks you'll be there for more than 48 hours, the temporary accommodations must have a fridge, freezer, and stove or oven. If there's not a fridge, freezer, and stove, the landlord must instead pay you a daily food allowance called a **per diem** every 24 hours for as long as the repairs take.

Finally, the hotel room generally needs to be 5 miles away or less from home, although you can agree to one that's farther. The hotel can be up to 10 miles away if it's unreasonably expensive to stay within 5 miles. If there are no alternate accommodations available within 10 miles, the landlord must select the closest available option.

### Other Relocation Expenses

In addition to the cost of the hotel room and food, your landlord also must pay for other things you may need in order to relocate. This includes the cost of storage and transportation.

**Example:** There's a serious plumbing leak in your unit that floods most of your apartment. Your landlord is required to pay to move your furniture into storage, including the cost of storage unit and the U-Haul rental. You stay in a hotel for a week, which the landlord also pays for.

### If The Problem Can't Be Fixed

Your landlord is only required to pay for your hotel room for a maximum of 60 consecutive days. In some cases, the issue might not be able to be repaired within those 60 days. If that happens, the landlord must tell you as soon as possible in writing. In that written notice, the landlord must also tell you the last date they'll be covering the hotel room and when they expect the issue will be fixed.

If you won't be able to move back in for more than 60 days, both you and the landlord have the option of breaking the lease. Either way, the landlord needs to pay for 60 days in the hotel, but basically either of you can decide that you won't be moving back in.

**Example:** There's an electrical fire in your apartment on May 1, and it causes severe smoke damage—the entire apartment needs to be renovated. You move into a hotel that evening, May 1, and your landlord has to pay for you to stay there for up to 60 days—until June 30. Two days later, on May 3, your landlord texts you that the renovation will take 6 months or more. Either you or your landlord could end the lease at that point, meaning you'd need to find your own housing to move into after June 30. Alternatively, you could both agree for you to resume your lease and move back in once the renovation is done, for example on November 1. Keep in mind that you'll need to keep paying rent as usual while in a hotel or other housing provided by your landlord.

### Your Options if Your Landlord Fails to Maintain or Repair Your Unit

If your landlord fails to fulfill the legal obligations discussed above, that is called a **breach** of the warranty of habitability. If this happens, you have several legal options:

#### 1. End Your Lease and Move Out

By this point, you should already have contacted your landlord in writing to tell them about the problem. If the landlord hasn't responded by the time they were required to (either 24 or 72 hours), or they haven't fixed the problem within the required timeframe (either 7 or 14 days), contact the landlord again in writing. Your text/email/letter should include the following:

- Your name and address
- What the condition is that still hasn't been fixed (even if you think they already know)
- That you intend to end your lease on a specific date between 10 and 60 days from the date of the notice if the repair is not made within 10 days from the day the landlord got the notice.



If the landlord **does** make the repair within 10 days, you can't end your lease due to the repair issue. If they **do not** fix the problem, you can move out on the date given in your notice. Once you say you are going to end your lease and move out, you are stuck with that decision unless you and your landlord agree in writing to staying instead. If you do not move out as you said and the landlord does not agree to you continuing to stay, the landlord can evict you.

**Note:** This can be very risky. If your landlord sues you later for breaking your lease, you could be found to owe them rent if you missed a step or did this incorrectly.

You also have the option to end the lease if there's an issue that your landlord addressed once, but which came back a second time within 6 months after it was initially resolved (aka a **recurring condition**). In that case, you can contact your landlord in writing and let them know the problem has come back, and that you plan on moving out unless they fix it. You must contact them within 30 days of the issue returning. You must also give the landlord at least 10 days to make the repair. If you're satisfied with the repair, you and your landlord can agree to rescind the decision to move out—but if the landlord doesn't agree to let you stay, they can evict you.

#### 2. Contact the Health Department (or Whichever Agency Enforces Building Codes)



If the repair issue makes your rented space dangerous to your health or the health of your family, you can call your local health department. If the issue involves problems with heating, plumbing or electrical wiring, you may call your local government agency that enforces building codes. Tell them what your problem is and ask them to inspect the building. They will send an inspector to inspect the building. If conditions violate the health or building codes, they will notify the landlord to make the needed repairs. The landlord will have to make the repairs or pay a fine. However, if the conditions are very bad, the inspector may condemn the property. In that case, you would have to move.



### 3. Sue

You can file a lawsuit in County or District Court asking for (a) money damages, and (b) an order for your landlord to make repairs (aka injunctive relief).

If you only want to sue for money, you can sue the landlord in Small Claims Court for the damages they caused you by not making these repairs. For example, if your property was damaged or you had to go to a doctor, you could sue for those expenses. It is very important to have proof showing you were harmed, and that it was caused by the landlord's failure to make repairs when going to court seeking money.



### 4. Deduct Rent for Repairs

The law provides a very specific way for tenants to deduct the cost of repairs from their rent and paying to have that done by a professional. You **cannot** deduct the rent and make the repairs yourself. The process for doing this can be difficult and there are significant penalties for doing it incorrectly. If you want to try this, we recommend speaking with an attorney first.

### 5. Use the Landlord's Failure to Repair as a Defense in the Eviction Case Against You

If your landlord tries to evict you because of the damage or lack of repair issues, or because you did not pay rent while there were habitability problems, you can defend against the eviction by raising the Warranty of Habitability issues as a defense. For more information, see our fact sheet [Tenant Rights in Colorado: Bad Conditions as a Defense to Nonpayment of Rent Eviction Cases](#)

## Retaliation is Illegal

Retaliation is when you do something that's protected by the law, such as complaining about something in your apartment that needs to be fixed, and your landlord punishes you for complaining. To be illegal, retaliation requires two things: first, that you engage in a **protected activity**, and second, that your **landlord react** in a way that violates your rights.



### Protected Activity (things you do to try to get the problem fixed) includes:

- Complaining about the conditions in your unit or repairs that are needed:
  - To the landlord
  - To a nonprofit or other organization (such as a homeless shelter or tenant's advocacy group)
  - To a government agency (such as a Housing Authority or the Department of Regulatory Agencies (DORA))
- Joining, participating, or organizing with a tenants' association or group
- Suing your landlord for not making repairs; moving out if your landlord fails to fix the problem; or hiring someone to fix the problem if your landlord fails to take action within a reasonable time and you warned them you'll fix it yourself if they don't.

### Prohibited Retaliatory Action (actions a landlord might take that are illegal if you did something on the above list) includes:

- Raising your rent
- Charging you new or made-up fees or penalties
- Deciding not to renew your lease without a good reason
- Threatening to evict you when they don't have a legitimate reason to
- Trying to kick you out without taking you to court first (known as a "self-help eviction")
- Changing the way things like trash pickup, mail delivery, snow plowing, or payment of rent are done;
- Suddenly trying to enforce a rule they've never enforced in the past, and
- Threatening, intimidating, or harassing you or your family

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*If you need advice on this or any other legal problem, consult an attorney of your own choosing. If you cannot afford an attorney, talk to Colorado Legal Services, (303) 837-1313. If you think you may qualify for Colorado Legal Services, go to [applyonlinecls.org](http://applyonlinecls.org) to complete your application online.*



# Instructions for Writing a Warranty of Habitability Demand Letter

## Background on the Warranty of Habitability

In most every residential lease in Colorado, whether it's a verbal or written lease, the law requires that the landlord maintains a certain standard of livability. The Warranty of Habitability is the legal phrase for the landlord's duty to provide a safe and sanitary place to live. If you think your home isn't safe to live in and your landlord needs to make repairs, this letter can help you. This letter is a template you can use to send to your landlord when you want to formally ask them to make a repair.

## How to Use the Enclosed Letter Template

- Check the box for how you are sending the letter to your landlord
- Fill out the landlord's name and address and then your name and address, then the date.
- Read through all the sections and check the boxes for the problems in your home that you want the landlord to fix.
- You **MUST** write a sentence underneath the words on the blank line explaining, specifically, what is wrong and what needs to be fixed in YOUR home
  - For example, if your roof is leaking, you would check the box next to "Waterproofing and/or Weather Protection" and write something like, "There is a leak from the roof and it's dripping in the kitchen."
- Write in the sections that are problems in your home
- BE SPECIFIC – the law only requires your landlord to make repairs if they are given notice with enough detail that they know what needs to be fixed
- Print your name, sign your name, and date the letter
- Send it to your landlord the way you said you would on the first page
- Attach pictures of the problem if possible

This sample letter includes the required permission for your landlord to enter to fix the problem. If you write your own letter, it's very important you give your landlord written permission to enter your home to fix the problem.

**Tip:** Make sure to keep copies of everything you send your landlord and proof that you have sent them.

# WARRANTY OF HABITABILITY DEMAND LETTER

Sent Via:  Certified Mail  USPS First Class Mail  E-mail  Other

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

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

Landlord's name

\_\_\_\_\_

Landlord's address

From: \_\_\_\_\_

Tenant's name

\_\_\_\_\_

Tenant's address

Pursuant to Colorado's Warranty of Habitability Law, C.R.S. §§ 38-12-501 *et seq.*, I am notifying you that the residence I am renting:

- materially interferes with my life, health, or safety within the meaning of C.R.S. § 38-12-503(2)(II), OR
- contains one or more uninhabitable conditions and is unsafe within the meaning of C.R.S. § 38-12-505(1).

I am requesting that you remedy the condition(s) without delay.

- Waterproofing and/or weather protection of the roof and/or exterior walls are not in good working order and/or there are broken windows and/or doors, specifically:

\_\_\_\_\_

- Plumbing or gas facilities did not conform to the applicable law in effect when they were installed and/or are not maintained in good working order, specifically:

\_\_\_\_\_

- There is no running water and/or insufficient amounts of hot water and/or it lacks appropriate fixtures connected to a sewage disposal system approved under applicable law, specifically:

\_\_\_\_\_

There is no or insufficient heat and/or the heating facilities do not comply with the applicable law at the time of installation and they are not maintained in good working order, specifically:

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The electrical lighting is defective in that its wiring and electrical equipment did not conform to applicable law at the time of installation and/or it is not maintained in good working order, specifically:

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The common areas under your control as the landlord are not kept reasonably clean, sanitary, and free from the accumulation of debris, filth, rubbish, and garbage and/or has not undergone appropriate extermination though there is an infestation of rodents, vermin, and/or insects, specifically:

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My rental home is infested with rodents, vermin, and/or and you have not appropriately exterminated, specifically:

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Insufficient (not enough) exterior garbage receptacles for my apartment, specifically:

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Floors, stairways and railings are not in good repair, specifically:

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Locks on one or more of my exterior doors and/or windows are not in good working order, specifically:

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The rental property is not in compliance with all applicable building, housing, and/or health codes in a way that is dangerous or hazardous to my life, health and/or safety, specifically:

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The rental property is otherwise unfit for human habitation, specifically:

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My unit lacks functioning appliances maintained in good working order, specifically:

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There is mold associated with dampness that is interfering with my health or safety, specifically:

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- My rental property was in an environmental public health event and substantially lacks compliance with C.R.S. § 38-12-505 (1)(b)(XIII) standards for the remediation and cleanup of a residence following an environmental public health event, specifically:

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I believe the issue(s) described above presents a materially dangerous or hazardous condition to my life, health and/or safety. I am hereby directing you to cure the problem.

Please be advised, if you fail to begin to repair such conditions within

- 24 hours (where the condition interferes with my life, health, or safety) OR  
 96 hours (where the condition otherwise violates the warranty of habitability),

it will constitute a breach of our lease agreement and the Warranty of Habitability and I may elect to terminate our lease agreement, withhold rent for repairs, seek injunctive relief from the court, or otherwise avail myself of all remedies afforded by Colorado law.

I give you and/or your authorized agent permission to enter the premises to complete the repair, but request that you give me as much notice as possible, but no fewer than 24 hours as provided by \_\_\_\_, so that I can prepare for work being done in my home.

- (*Optional*) The condition materially interferes with my life, health, or safety. I am requesting that you provide me with either a comparable dwelling unit or a hotel unit at no cost or expense to me or my family.

Sincerely,

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Tenant name

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Tenant signature

---

Date

# Instructions for Writing a Warranty of Habitability Termination Letter

## When to Use This Letter Template

**You can only use this letter if you have previously sent your landlord a written notice detailing a breach of the Warranty of Habitability and they have failed to fix the problem within a reasonable time.**

This letter will terminate your term lease sometime between 10 and 30 days after giving it to your landlord if they fail to fix the problem within 10 days.

**If they fix the problem within 5 days**, you are not entitled to break your lease and you should follow up with your landlord in writing that since the repairs have been made that the lease will continue.

**If they don't fix the problems within 5 days**, you may move from the property by the date you give in your letter, removing all of your property and turning over the keys to the property. You should try to get a receipt from your landlord for the keys.

## How to Fill out the Letter Template:

- Check the box for how you are sending the letter to your landlord
- Fill out the landlord's name and address and then your name and address
- Write in the date of the letter you previously sent giving them written notice of the problems
- You **MUST** write a sentence underneath the words on the blank line explaining, specifically, what is wrong and what needs to be fixed in YOUR home (use additional paper if necessary)
- **BE SPECIFIC** – the law only requires your landlord to make repairs and allows for lease termination if they are given notice with enough detail that they know what needs to be fixed
- Print your name, sign your name, and date the letter
- Attach pictures of the problem if you can

**Make sure to keep copies of everything you send your landlord and proof that you have sent them.**

NOTICE TO REMEDY BREACH AND NOTICE OF TERMINATION FOR BREACH OF WARRANTY OF HABITABILITY

Sent Via  Certified Mail;  USPS First Class Mail;  e-mail;  other

STATE OF COLORADO \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
(County where the property is located)

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

To: \_\_\_\_\_  
(Landlord's Name)

\_\_\_\_\_  
(Landlord's Address)

From: \_\_\_\_\_  
(Tenant's Name)

RE: \_\_\_\_\_  
(Address of the Property)

Pursuant to Colorado's Warranty of Habitability Law, CRS §§ 38-12-501 et seq., I previously notified my landlord in a letter dated \_\_\_\_\_ that the residence I am renting materially interferes with my life, health, or safety, OR contains one or more uninhabitable conditions and is unsafe within the meaning of CRS §38-12-505(1).

I provided my landlord with written notice and provided reasonable time to cure the problem. My landlord has failed to cure the problem within a reasonable time.

I hereby notify my landlord that the landlord is in breach of the warranty of habitability for the reasons specified in the prior notice, specifically:

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

The landlord is further notified that the Tenant intends to terminate the agreement by and between the Landlord and the Tenant for the Residential Premises on \_\_\_\_\_ (insert date no less than 10 and not more than 30 days from this Notice) by surrendering possession of the Residential Premises UNLESS the Landlord remedies the aforementioned breach by repairs, the payment of damages, or otherwise AND the Landlord adequately remedies the breach within five (5) business days of receipt of this Notice.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)