

## TWELVE BASIC LANDLORD RIGHTS:

1. Right to require timely payment of the rent and other charges as well as compliance with criminal statues, and if not, to serve a 3-day notice of demand. Or a 10-day Eviction notice simply to end a month-to-month tenancy. In either case, landlord must then commence eviction proceedings in the appropriate county court.
2. Right to sue for eviction, and 48 hours after the court awards possession, seek physical eviction of tenant and his personal property through the county sheriff if tenant(s) still refuse to move out.
3. Right to require the tenant to take reasonable care of the property and to avoid abuse or negligence.
4. Right to enforce all terms and conditions of a signed, written lease. Note: The Colorado Security Deposit Act takes precedence over any lease provision.
5. Right to be notified when any condition imperils the property (such as gas defect, electrical or major plumbing problems).
6. Right to protect his or her property from willful or damage or abandonment by the tenant(s).
7. Right to enter the property in case of emergency, such as fire or flooding, or to assert a possible landlord's lien against some of tenant's property.  
**Caution:** Consult legal advice before attempting to impose/enforce any lien.
8. Right to convert a multi-unit apartment property to condominium ownership and sale, and terminate tenancies upon giving 90 days notice to all tenants,

honoring all leases with more than 90 days left to run.

9. Right to terminate\* a lease due to criminal activity by tenant or their guests, by giving a 3-day written notice. The "criminal" laws involved are mainly for drug-related felonies.
10. Right to terminate\* an employee's lease after he or she is fired from the job, as provided by law upon 3-days written notice.
11. Right to inspect the property upon giving "reasonable" prior notice to the tenant.
12. Right to charge unpaid rent, unpaid utility bills, damages (which are not considered "normal wear and tear") against the Security Deposit of a tenant within 30 days (or 60 days if a lease so provides) after tenant has vacated. However, a list of charges claimed due must be mailed to tenant within the above period of time; otherwise, landlord may be subject to **triple damages** awarded to tenant should tenant sue to recover his/her security deposit.

\*The notices to terminate are necessary before landlord can proceed with court eviction, but **do not**, in themselves, give landlord the right to physically evict the tenant or change the locks or stop utilities until a court order of eviction is obtained.

JEFFCO ACTION CENTER, INC. is a private, non-profit organization founded in 1968 to serve Jefferson County residents in need of basic emergency assistance. Services include a full continuum of help ranging from food, clothing, emergency housing, and free medical care to limited financial help with rent deposits and utilities. Funding for Jeffco Action Center is primarily from private donations. For more information, call the Tenant/Landlord Counseling Program at 303-237-7704.

Jeffco Action Center, Inc.

## Tenant/Landlord Disputes

Some Information to Help  
Avoid or Solve Problems

# BASIC LANDLORD RIGHTS



Tenant/Landlord Counseling Program  
303-237-0230 ♦ 9:00am – 3:00pm M-F

*This pamphlet should not be used as a substitute for seeking needed advice from Qualified Attorneys or Advisors.*

## TIMETABLES

1. Deposit to hold property where tenant thereafter elects not to go ahead.
  - ✓ Landlord can charge his/her reasonable loss of rent due to withholding the property off the market.
2. Eviction Notice
  - ✓ For default in payment of rent whether there is a lease or not: **3 days written notice**<sup>1</sup>
  - ✓ For violation of a written lease or a criminal statute: **3 days written notice**<sup>1</sup>
  - ✓ For termination of a month-to-month tenancy for any reason: **10 days written notice**<sup>2</sup>
  - ✓ This notice is only the first step in the eviction process.<sup>3</sup>

<sup>1</sup> First day of service does not count; last of the 3 days cannot end on holiday or weekend. Moreover, except for criminal activity (such as drug-related activities), the tenant has the right to pay the arrears of rent or cure the violation within the 3 days.

<sup>2</sup> This notice must be served not less than 10 days before the next rent payment date.

<sup>3</sup> **The tenant cannot be physically evicted by this notice; the order of the court awarding right of possession to landlord is still required.** In addition, if further action is required, the landlord must employ the county sheriff (See Wrist of Restitution). **Until then the landlord cannot change the locks or otherwise deny the tenant's possession.**

### 3. Court Proceedings

- ✓ The landlord then files a Complaint with the County Court where the property is located. The Complaint can be signed by the landlord, or his or her attorney.
- ✓ The Clerk of the court then sets a Hearing Date which may not be less than 5 nor more than 10 days after the case is filed.

### 4. Service of Process

- ✓ The tenant(s) must be served with a copy of the Complaint, Summons and a blank Answer form for the tenant's use if he/she wishes. To be filed by tenant at or before the court Hearing.
- ✓ This service must be not less than 5 days before the hearing date, or court will continue the case to allow for proper new service.
- ✓ The service is usually made by the sheriff's office, but anyone of legal age and not a party to the dispute, may make the service. Service may be by either of the following methods:

**"Personal service"** means handing to a tenant or any family member of the tenant over the age of 15 years; or as allowed in any civil action. As an attorney if you have a question.

By **"posting"** i.e., leaving the complaint, summons and answer form in some "conspicuous place," usually taped to the front door.

NOTE: Failure to get "personal" service on a tenant will prevent the landlord from getting a money judgment for rent or damages; but he/she can still get judgment evicting the tenant and awarding the landlord re-possession of the property.

### 5. Writ of Restitution

- ✓ 48 hours after the court has entered judgment for possession in favor of the landlord, he can apply to the sheriff for what is called a "writ of restitution." This is the court ordered authority to the sheriff to give back-up protection, as needed, while the landlord and his/her moving crew physically take possession of the property and move the tenant's personal property and move the tenant's personal property out on the curb. The sheriff will set the date for removal according to his schedule, and the landlord will be advised as to when.

*This outline, of necessity, can furnish only the basics of rights. For more information as to your situation, seek professional help or call Jeffco Action Center's Tenant/Landlord Counseling Program at 303-237-0230.*