

TWELVE BASIC TENANT RIGHTS:

1. Right to enjoy the “home” free from invasion of privacy and disturbance by the landlord or manager.
2. Right to “livable” conditions – that is, to enjoy the “home” in the same condition as when tenant moved in.
3. Right to insist that landlord make any repairs or replacements which he/she has agreed to make in writing.
4. Right to be free from civil rights abuses as provided by Federal and State laws.
5. Right to police protection if neighbors or tenants violate municipal law, as to disturbance, fighting, loud parties, and so forth.
6. Right to be told, in advance, if the “home” contains lead paint in violation of federal law.
7. Right to have the home in compliance with all city “housing codes” or safety code.
8. Right to “break” or terminate a lease and move out if the “home” becomes seriously “unlivable” (rather than just uncomfortable) under rules of “**constructive eviction**,” and to claim that part of the Security Deposit to which he/she is entitled.
9. Right to “break” or terminate a lease for any good reason, provided tenant is prepared (a) to pay rent to the end of the lease term or until the property is re-rented, whichever happens first; and (b) to pay any reasonable “re-letting” charges stated in the lease. Tenant does not thereby forfeit his/her rights to that part of the Security Deposit to which he/she may be entitled.
10. Right to “break” or terminate a lease or tenancy and move out if a “**gas hazard**” is found to exist by the Gas Company. If landlord fails to have repairs made within 72 hours after notice from the Gas Company,

tenant may move and demand return of double the amount of the Security Deposit to which he/she is entitled.

11. Right to be heard and defend in a court hearing when the landlord sues to evict the tenant.

Prior to court filing, Landlord must first give tenant a 3-day written notice for arrears in rent or violation of lease terms or “substantial” criminal activity; or a 10-day written notice simply to end a month-to-month tenancy for any reason.

Then a Complaint, Summons, and blank Answer form from the County Court must be served on the tenant letting him/her know when to appear in court. See Timetable on reverse for details.

12. Right to a refund or a statement of charges against the Security Deposit within 30 days (or up to 60 days if a lease so provides), pursuant to the Colorado Security Deposit Act. After that period of time, tenant can mail a 7-day notice, and ask for treble damages in Small Claims Court, for any portion of the deposit that is “wrongfully and willfully” withheld, or for all improper charges should the court so determine. [Caution: If the landlord wants an attorney present, the case gets certified to the County Court, and if landlord wins in court, tenant may be ordered to pay some or all of landlord’s attorney fees and costs. We recommend you get legal or professional advice before you sue.]

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 TENANT 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.

WHAT IS A TENANCY?

A “renting,” also called a “tenancy,” occurs whenever a property owner allows another person or persons to live in the property in return for money (“rent”). A tenancy agreement can be either in written form (“lease”) or by a verbal agreement (“month-to-month”).

Either way, a tenancy is for a particular period of time, be it a year, six months or monthly. When that period ends, both the landlord and the tenant are free to make other arrangements. They may agree to a new lease, or have tenant remain on, but on a month-to-month basis.

The house or apartment becomes the “home” of the tenant so long as the tenancy lasts. As such, the tenant has certain basic “rights” to what is called “quiet enjoyment” of his/her “home.”

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**¹
 - ✓ For violation of a written lease or a criminal statute: **3 days written notice**¹
 - ✓ For termination of a month-to-month tenancy for any reason: **10 days written notice**²
 - ✓ This notice is only the first step in the eviction process.³

¹ 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.

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

³ **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 Writ 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. Ask 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 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.