

C.R.S. 38-12-402

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Statutes current through Chapter 25 of the 2024 Regular Session, effective as of March 12, 2024. The 2024 legislative changes are not final until compared and reconciled to the 2024 work product of the Colorado Office of Legislative Services later in 2024.

Colorado Revised Statutes Annotated Title 38. Property - Real and Personal (§§ 38-1-101 – 38-53-110) Tenants and Landlords (Art. 12) Article 12. Tenants and Landlords (Pts. 1 – 12) Part 4. Victims of Unlawful Sexual Behavior, Stalking, Domestic Violence, and Domestic Abuse (§§ 38-12-401 – 38-12-402)

38-12-402. Protection for victims of unlawful sexual behavior, stalking, or domestic violence.

(1) A landlord shall not include in a residential rental agreement or lease agreement for housing a provision authorizing the landlord to terminate the agreement or to impose a penalty on a residential tenant for calls made by the residential tenant for peace officer assistance or other emergency assistance in response to a situation involving domestic violence, domestic abuse, unlawful sexual behavior, or stalking. A residential tenant may not waive the residential tenant's right to call for police or other emergency assistance.

(2)

(a) If a tenant to a residential rental agreement or lease agreement notifies the landlord in writing that he or she is the victim of unlawful sexual behavior, stalking, domestic violence, or domestic abuse and provides to the landlord evidence of unlawful sexual behavior, stalking, domestic violence, or domestic abuse victimization as described in subsection (2)(a.5) of this section, and the residential tenant seeks to vacate the premises due to fear of imminent danger for self or children because of the unlawful sexual behavior, stalking, domestic violence, or domestic abuse, then the residential tenant may terminate the residential rental agreement or lease agreement and vacate the premises without further obligation except as otherwise provided in subsection (2)(b) of this section.

(a.5) For the purposes of subsection (2)(a) of this section:

(I) To provide evidence that he or she is a victim of unlawful sexual behavior, domestic violence, or domestic abuse, a tenant may provide to his or her landlord a police report written within the prior sixty days, a valid protection order, or a written statement from a medical professional or application assistant who has examined or consulted with the victim, which written statement confirms such fact; and

(II) To provide evidence that he or she is a victim of stalking, a tenant may provide to his or her landlord a police report written within the prior sixty days, a valid protection order, or a written statement from an application assistant who has consulted with the victim, which written statement confirms such fact.

(b) If a tenant to a residential rental agreement or lease agreement terminates the residential rental agreement or lease agreement and vacates the premises pursuant to subsection (2)(a) of this section, then the tenant is responsible for one month's rent following vacation of the premises, which amount is due and payable to the landlord within ninety days after the tenant vacates the premises. The landlord is not obligated to refund the security deposit to the tenant until the tenant has paid the one month's rent pursuant to this section. Notwithstanding the provisions of section 38-12-103, the landlord and the tenant to a residential rental agreement or lease agreement may use any amounts owed to the other to offset costs for the one month's rent or the security deposit. The provisions of this subsection (2)(b) apply only if the landlord has experienced and documented damages equal to at least one month's rent as a result of the tenant's early termination of the agreement.

(3) Nothing in this part 4 authorizes the termination of tenancy and eviction of a residential tenant solely because the residential tenant is the victim of unlawful sexual behavior, stalking, domestic violence, or domestic abuse.

(4)

(a) If a tenant to a residential rental agreement or lease agreement notifies the landlord that the tenant is a victim of unlawful sexual behavior, stalking, domestic violence, or domestic abuse, the landlord shall not disclose such fact to any person except with the consent of the victim or as the landlord may be required to do so by law.

(b) If a tenant to a residential rental agreement or lease agreement terminates his or her lease pursuant to this section because he or she is a victim of unlawful sexual behavior, stalking, domestic violence, or domestic abuse, and the tenant provides the landlord with a new address, the landlord shall not disclose such address to any person except with the consent of the victim or as the landlord may be required to do so by law.

History

402, § 3, effective July 1. **L. 2017**:Entire part amended,(HB 17-1035), ch. 276, p. 1513, § 1, effective June 1.

▼ Annotations

Research References & Practice Aids

Hierarchy Notes:

C.R.S. Title 38, Art. 12

Colorado Revised Statutes Annotated

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