

Effective June 1, 2017, HB17-1035, authorizes Application Assistants, among others, to provide the evidence required for a survivor of “unlawful sexual behavior, stalking, domestic violence, or domestic abuse” to terminate a lease.

There are two parts to a complete request :

Part I: Written notice from the tenant to the landlord

- A written statement (notice) from the tenant to the landlord that:
 - States that they are a survivor of “unlawful sexual behavior, stalking, domestic violence, or domestic abuse.”
 - States that they are seeking to vacate the premises due to fear of imminent danger for self and/or children because of the above victimization.
 - States that the termination is pursuant to Sec. 38-12-402 (2)(a) C.R.S which authorizes a tenant to terminate the residential rental agreement or lease and vacate the premises under these circumstances.

Part II: Written Evidence attached to the above notice

- Evidence of unlawful sexual behavior, domestic violence, or domestic abuse can be:
 - a police report written within the prior sixty days, or
 - a valid protection order, or
 - a written statement, dated no more than 60 days prior, from a medical professional or application assistant who has examined or consulted with the victim.
- Evidence of stalking can be:
 - a police report written within the prior sixty days, or
 - a valid protection order, or
 - a written statement, dated no more than 60 days prior, from an application assistant who has examined or consulted with the victim.
- The application assistant’s statement should be written on agency letterhead and include the following:
 - Application Assistant name and Registration number
 - Reference to the applicable state statute (or bill if not yet codified)
 - A statement saying that the application assistant has consulted with the survivor (use their name) and that they are a victim of “unlawful sexual behavior, stalking, domestic violence, or domestic abuse,” and that they are in fear of imminent danger for themselves and/or their children due to the victimization
 - Application Assistant’s signature

Example:

DATE

I, APPLICATION ASSISTANT NAME, am an Application Assistant who is currently registered with the Colorado Address Confidentiality Program. My registration number is REGISTRATION NUMBER. This document constitutes evidence as required by Sec. 38-12-402 (2)(a.5)(III) C.R.S.

I have consulted with SURVIVOR NAME. She is a victim of unlawful sexual behavior, stalking, domestic violence, or domestic abuse and is in fear of imminent danger for herself and/or her children due to this victimization. As a result of this consultation, am in support of SURVIVOR NAME’s request to vacate the existing rental agreement or lease.

Signature and Registration Number

Sec. 38-12-402, C.R.S.

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.