Significant Changes to Landlord-Tenant Law in 2024

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This article discusses changes to Colorado landlord-tenant law that became effective in 2024.

In 2024, the Colorado legislature passed and Governor Polis signed into law eight bills that significantly impact the residential landlord-tenant legal landscape. All of these bills became effective in 2024. This article provides an overview of the two bills that created the most substantial changes: HB 24-1098, which established that a landlord must have "cause" to evict a tenant whose tenancy has expired, and SB 24-094, which changed and expanded the rights of tenants under the warranty of habitability. The article also briefly discusses the other six bills that practitioners should be aware of to fully appreciate the variety of changes to landlord-tenant law made by the Colorado legislature in 2024.

HB 24-1098: Cause Required for Eviction of Residential Tenant

HB 24-1098 amended article 12 of title 38 by adding a new part 13 (CRS §§ 38-12-1301 to -1307). Part 13 makes substantial changes to (1) when a landlord may elect not to renew a tenant's lease at the end of the rental period or at the end of a tenancy at will and (2) when a landlord may evict a tenant after the lease has not been renewed. The new provisions provide tenants with what proponents called "for-cause" protections, meaning that a landlord can generally only refuse to renew a lease or evict a tenant "for cause."[1] This is a significant change from prior law, which allowed landlords to not renew a term lease or to terminate a periodic tenancy for any lawful reason or for no reason at all.[2]

The legislature's stated purpose behind HB 24-1098 was to prevent arbitrary displacement of individuals, protect safety, and promote public health.[3] Even so, certain types of tenancies are exempted from these tenant protections. Those tenancies that are exempt from the for-cause provisions are: short-term rentals;[4] owner-occupied or owner-adjacent rental properties[5] that are single-family homes, duplexes, or triplexes; mobile home lots; employer-provided housing; tenants who have been a tenant of a residential premises for less than 12 months; and unauthorized occupants who are unknown to the landlord.[6]

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HB 24-1098 did not change a landlord's ability to file an eviction for nonpayment of rent, for a substantial violation (generally defined as violent or drug-related criminal conduct),[7] for a material or repeat violation of the lease, or for creating a nuisance or disturbance that interferes with the landlord's or neighbor's quiet enjoyment.[8] Instead, the bill primarily modified landlord and tenant rights at the end of the rental period. It went into effect on April 19, 2024, and immediately applied to all non-exempt tenancies.

For tenants who are covered by the bill's for-cause requirements, a landlord may only elect not to renew the tenant's lease for specific reasons and with a 90-day notice[9] to the tenant that their lease is not being renewed once the term or period expires. Those reasons are:

- the landlord intends to demolish the rental unit;
- the landlord plans to convert the rental unit into nonresidential use or a short-term rental property;
- the rental unit needs substantial repairs or renovations, not including repairs necessary to bring a rental unit into compliance with the warranty of habitability;
- the landlord or a family member of the landlord intends to occupy the unit;
- the landlord plans to withdraw the unit from the rental market to sell it;
- the tenant has refused to sign a new lease with reasonable terms; and
- the tenant has been late paying the rent three or more times during a rental period.[10]

All grounds for not renewing a lease contain additional requirements that a landlord must fulfill to legally refuse or otherwise not renew the rental agreement.[11] For example, a landlord who wishes to opt out of a lease renewal to demolish or convert the rental unit must provide a description and timeline of the demolition or conversion and a material demonstration of the proposed date on which the demolition or conversion will begin.[12] And, in cases where substantial repairs or renovations are needed but are expected to last less than 180 days, a tenant retains a right of first refusal after the

repairs are completed.[13] The new law contains similarly specific requirements for the other grounds for nonrenewal.[14]

Under CRS § 38-12-1307, a landlord may not attempt to circumvent the bill's new requirements by increasing a tenant's rent in a "discriminatory, retaliatory, or unconscionable manner."[15] In other words, a landlord may not substantially increase the rent at the end of a rental period simply to force out a tenant when the landlord does not otherwise have permissible grounds for eviction or nonrenewal. Similarly, the General Assembly's legislative declaration that the bill's purpose is to prevent arbitrary displacement of individuals, protect safety, and promote public health, and that the statutory language "should be construed broadly to achieve these purposes,"[16] will likely be an important consideration in evaluating cases where a landlord attempts to use the law's narrow exceptions to circumvent the general rule that a landlord cannot terminate a tenancy or proceed with an eviction "unless there is cause for the eviction."[17] This approach is consistent with CRS § 38-12-1305, which states: "A provision of a rental agreement or other agreement that purports to authorize or effectuate a waiver or modification of any provision of this part 13 is void and unenforceable."

The changes brought about by HB 24-1098 are extensive, and this summary is far from exhaustive. Practitioners should carefully review the entire bill in the context of the closely related Forcible Entry and Detainer (FED) statutory provisions to appreciate the widespread implications that the bill has on the nonrenewal and eviction processes.[18] For example, the bill also made changes to the eviction process by requiring demands and notices to be written in a language that the landlord knows, or has reason to know, is the primary language of the tenant.[19] Additionally, it amended CRS § 13-40-108 to require that landlords attempt to personally serve demands and notices on at least two separate days before posting it on the tenant's door.[20] Practitioners should also be aware of CRS § 38-12-1304, which provides for certain remedies: "If a landlord proceeds with an eviction of a tenant of a residential premises in violation of this part 13, and the tenant loses possession of the dwelling unit without a court order, the tenant may seek relief as described in section 38-12-510." Thus, landlords could be liable for damages for certain violations of the statute.

SB 24-094: Safe Housing for Residential Tenants

With SB 24-094's amendments to CRS §§ 38-12-501 through -512, the Colorado legislature overhauled the statutory warranty of habitability,

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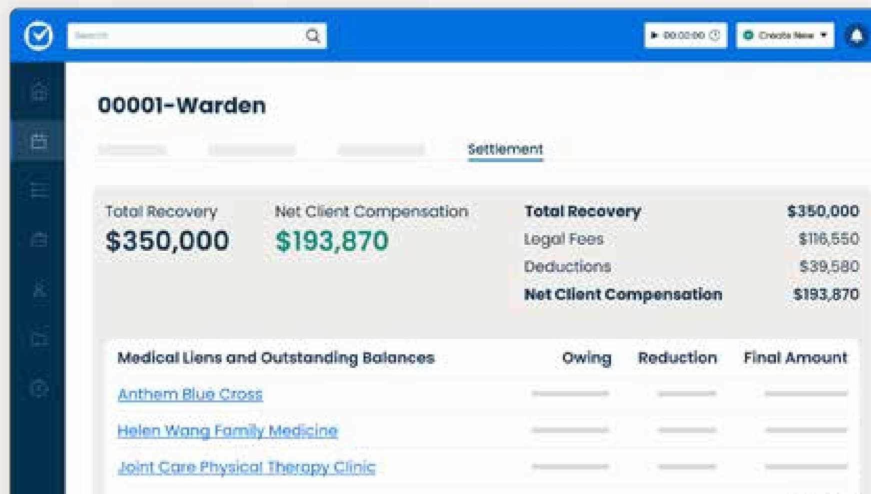

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which applies to almost all Colorado tenants. These provisions govern the rights and obligations concerning repairs and maintaining conditions in rental housing. SB 24-094 clarified numerous provisions around landlords' obligations and simplified several aspects of tenants' remedies when faced with uninhabitable conditions in their rental home.

Under the new warranty of habitability provisions, a landlord must generally start "remedial action" within 72 hours of receiving notice from a tenant of an uninhabitable condition.[21] "Remedial action" means making "timely and good faith efforts to repair or remedy an uninhabitable condition at a residential premises or dwelling unit and to mitigate any negative effect of the condition."[22] Thus, "remedial action" includes both repairs and other "good faith efforts" to mitigate the harm of an uninhabitable condition.[23] For conditions that "materially interfere with the tenant's life, health, or safety," repairs must be started within 24 hours.[24] Several conditions are presumed to interfere with life, health, or safety. These include a hazardous gas leak, no heat between October through April, any vermin infestation, or a broken elevator that prevents a tenant with a disability from being able to use the stairs to access their unit.[25] Once a landlord receives notice and starts repairs, the statute now specifies that a landlord must continue the repairs and completely remedy the uninhabitable condition within a "reasonable time."[26] For ordinary conditions that require only a 72-hour start time, a reasonable time to finish the repairs is presumed to be 14 days.[27] For emergency conditions that require a 24-hour start time, it is seven days.[28] However, these presumptive time frames for completing repairs can be rebutted by a landlord who shows that circumstances outside the landlord's reasonable control prevented the repairs from being completed within that time, including a tenant unreasonably denying the landlord entry into the unit when entry is necessary to start repairs.[29]

SB 24-094 amended CRS § 38-12-503 to significantly expand what constitutes sufficient notice of an uninhabitable condition.[30] Under *Anderson v. Shorter Arms Investors, LLC*, the Colorado Court of Appeals had previously interpreted the notice provision as mandating strict compliance and requiring specific language granting the landlord permission to enter.[31] SB 24-094 effectively overturned *Shorter Arms Investors*, and now a landlord is deemed to have notice of a condition if there is "any writing that provides a basis for the landlord to substantially know that the condition exists or may exist."[32] The statute now provides a nonexclusive list of examples, such as written notice from a third party, written correspondence with maintenance staff, or written observations or reports that the landlord has made themselves.[33] A landlord may also waive their right to receive *written* notice if the lease or property rules permit verbal notice, such as a property rule directing tenants to call a phone number to give notice of emergency conditions.[34]

Under the SB 24-094 amendments, the warranty of habitability now imposes new requirements on landlords with respect to communicating with tenants, air-conditioning and cooling, record retention, the provision of a hotel room for the tenant in certain situations, advance notice before entering the unit, and required disclosures in the lease and on any online tenant portals.[35]

In the FED context, the bill amended CRS § 38-12-507(2)(c)(I) to eliminate the bond previously required to be paid or waived before a tenant could raise a breach of the warranty of habitability as an affirmative defense in an FED action.[36] It also clarified the scope of when and how the affirmative defense can be raised and established at an FED trial.[37] Lastly, it provided a means for the attorney general to enforce the warranty of habitability, noting that the attorney general may prioritize cases involving a pattern or practice of noncompliance or where violations raise an issue of public importance.[38]

Although SB 24-094 brought about extensive changes to nearly every aspect of the warranty of habitability, the fundamentals remain the same—landlords must promptly start and finish repairs once they receive notice of an uninhabitable condition in a tenant's rental home, and not doing so results in a breach that a tenant may use to defend against an eviction or to seek affirmative relief in court. Nevertheless, because the remedies available to tenants in the event of a breach have been substantially strengthened and streamlined, practitioners should carefully review all the requirements of title 38, article 12, part 5, to fully appreciate the changes made by SB 24-094 in its complete context. The bill went into effect on May 3, 2024, but the required disclosures for written lease agreements only affect leases formed on or after January 1, 2025.[39]

Price Gouging, Occupancy Limits, Mobile Homes, Fair Housing, and More

Although HB 24-1098 (for cause) and SB 24-094 (habitability) appear to have the largest impact on Colorado landlord-tenant law, the following six bills also made notable changes to the law.

HB 24-1259 added CRS § 6-1-735, which prohibits price gouging in rent when the governor or president has declared a disaster and the declaration specifically identifies a material decrease in residential housing units. Price gouging generally means increasing rent either more than the previous year or 10%, whichever is greater. The prohibition on price gouging applies for one year after the date of the initial disaster and can be enforced by the attorney general, local district attorney, or an aggrieved private party. This bill went into effect on June 5, 2024.[40]

HB 24-1007 added CRS § 29-20-111, which prohibits any local government from imposing residential occupancy limits based on familial relationship. Instead, a local government can only enforce residential occupancy limits based on "demonstrated health and safety standards," such as building codes, fire codes, public health standards, or affordable housing program guidelines. This bill went into effect on April 15, 2024.[41]

HB 24-1294 made significant changes to the Mobile Home Park Act. While many of these changes were technical changes or clarifications, the bill also included substantive requirements such as requiring mobile home park landlords to provide certain notices in languages the landlord reasonably knows is spoken by more than one resident in the park and provide live translation and translated documents at park meetings between the landlord and park residents.[42] Portions of the bill went into effect earlier, but the entire bill became effective on June 30, 2024.[43]

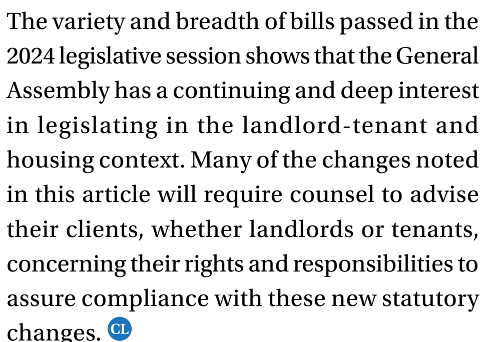
HB 24-1318 amended the Colorado Fair Housing Act (CRS §§ 24-34-501 et seq.) regarding reasonable modifications necessary to accommodate an individual with a disability. The bill removed the language that a modification is "at the expense of an individual with a disability" and eliminated a landlord's ability to require the tenant to restore the interior of the unit to its pre-modified state as a condition of granting the reasonable modification. This bill went into effect on August 6, 2024.[44]

HB 24-1099 eliminated the requirement for tenants to pay a filing fee when they file an answer in response to an eviction (FED) complaint and requires the court to serve on the opposing party any documents physically filed by the tenant in the eviction action, at no cost to the tenant. This bill went into effect on November 1, 2024.[45]

HB 24-1431 created a new program in the Department of Human Services that allows it to contract with local organizations to distribute short-term housing assistance to survivors of domestic or sexual violence who are eligible for assistance under Colorado Works. This bill went into effect on June 6, 2024.[46]

All of the statutes referenced above should be reviewed with clients who operate in the landlord-tenant space as they offer new rights and responsibilities to both landlords and tenants. From for-cause evictions in certain circumstances to new requirements under the warranty of habitability, and changes to the practice of FED law, landlord-tenant law has changed significantly in Colorado, due to the actions of the Colorado legislature in their 2024 session.

Conclusion



The variety and breadth of bills passed in the 2024 legislative session shows that the General Assembly has a continuing and deep interest in legislating in the landlord-tenant and housing context. Many of the changes noted in this article will require counsel to advise their clients, whether landlords or tenants, concerning their rights and responsibilities to assure compliance with these new statutory changes. CL

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NOTES

1. CRS § 38-12-1303(1).
2. *Miller v. Amos*, 543 P.3d 393, 398 (Colo. 2024) (noting that "Colorado has long recognized that a landlord has a 'traditional right to decline to renew a lease for any reason'") (quoting *W.W.G. Corp. v. Hughes*, 960 P.2d 720, 721 (Colo.App. 1998)).
3. Legislative declaration, Ch. 113, § 1, 2024 Sess. Laws at 352.
4. A "short-term rental property" is a residential premises that is leased (a) for less than 30 consecutive days in exchange for remuneration and for temporary, recreational, business, or transient purposes; or (b) pursuant to a rental agreement or other occupancy agreement if the tenant of the rental agreement or other occupancy agreement is renting the residential premises for less than six months from a landlord to which the tenant sold the residential premises. CRS § 38-12-1301(12).
5. HB 24-1098 does not define owner-occupied or owner-adjacent properties, but it does specify that the owner must live in the property that is adjacent to the residential premises and maintain it as the owner's primary residence. CRS § 38-12-1302(1)(b).
6. CRS § 38-12-1302.
7. CRS § 13-40-107.5.
8. CRS § 38-12-1303(2).
9. The one exception to the general 90-day notice requirement is if the landlord is on active military duty (or is married to an active military duty member) and wants to use the rental unit as their own residence.
10. CRS § 38-12-1303(3).
11. CRS § 38-12-1303(3)(a)–(f).
12. CRS § 38-12-1303(3)(a).
13. CRS § 38-12-1303(3)(b).
14. CRS § 38-12-1303(3)(a)–(f).
15. CRS § 38-12-1307.
16. Legislative declaration, *supra* note 3.
17. *See generally In re R.C.*, 309 P.3d 954, 956 (Colo.App. 2013) (noting that "exceptions to a remedial statute are to be strictly construed"); *Brodak v. Visconti*, 165 P.3d 896, 898 (Colo.App. 2007) ("[When a] statute establishes a general rule, subject to exceptions, [courts] must construe the exceptions narrowly to preserve the primary operation of the general rule.").
18. *See* CRS §§ 13-40-101 to -128.
19. CRS § 13-40-106(3).
20. CRS § 13-40-108.
21. CRS § 38-12-503(2)(b)(I)(B).
22. CRS § 38-12-502(6.8).
23. For example, under CRS § 38-12-503(4)(a), when a condition either "materially interferes with the tenant's life, health, or safety" or is a broken elevator and the tenant has a disability that prevents the tenant from using the stairs to access their unit (*see* CRS § 38-12-505(4)(I)), the landlord's "remedial action" must include providing the tenant an alternative "comparable dwelling unit" or a hotel room until the uninhabitable condition or broken elevator is fixed.
24. CRS § 38-12-503(2)(b)(I)(A).
25. CRS § 38-12-505(4).
26. CRS § 38-12-503(2)(b)(III).
27. CRS § 38-12-503(3)(a)(II)(A).
28. CRS § 38-12-503(3)(a)(II)(B).
29. CRS § 38-12-503(3)(b)(I)(A)–(C).
30. CRS § 38-12-503(3)(e).
31. *Anderson v. Shorter Arms Investors, LLC*, 537 P.3d 831 (Colo.App. 2023).
32. CRS § 38-12-503(3)(e).
33. CRS § 38-12-503(3)(e)(I)–(VI).
34. CRS § 38-12-503(3)(f)(I)–(II).
35. *See* CRS §§ 38-12-503(6)(a), -505(7), -503(5), -503(4)(a)–(c), -503(6)(a)(III), and -505(3)(c)–(e).
36. CRS § 38-12-507(2)(c)(I).
37. CRS § 38-12-507(2)(a)–(h).
38. CRS § 38-12-512.
39. CRS § 38-12-505(3)(c)–(d).
40. *See* CRS § 6-1-735.
41. *See* CRS § 29-20-111.
42. CRS § 38-12-206(3).
43. *See* Ch. 379, § 22, 2024 Sess. Laws at 2751; CRS §§ 38-12-200.1 to -224.
44. *See* CRS § 24-34-502.2.
45. *See* CRS §§ 13-32-101, 13-32-113.5, and 13-40-111.
46. *See* CRS § 26-2-726.