



Rental Rights for Victims of Domestic Violence

A handy booklet brought to you by:

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PART 4
VICTIMS OF DOMESTIC VIOLENCE

38-12-401. Definitions.

As used in this part 4, unless the context otherwise requires:

- (1) "Domestic abuse" shall have the same meaning as provided in section 13-14-101 (2), C.R.S.
- (2) "Domestic violence" shall have the same meaning as provided in section 18-6-800.3 (1), C.R.S.

Source: L. 2004: Entire part added, p. 528, § 1, effective August 4.

38-12-402. Protection for victims of 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 domestic violence or domestic abuse situation. 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 domestic violence or domestic abuse and provides to the landlord evidence of domestic violence or domestic abuse in the form of a police report written within the prior sixty days or a valid protection order and the residential tenant seeks to vacate the premises due to fear of imminent danger for self or children because of the 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 paragraph (b) of this subsection (2).

(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 paragraph (a) of this subsection (2), then the tenant shall be responsible for one month's rent following vacation of the premises, which amount shall be due and payable to the landlord within ninety days after the tenant vacates the premises. The landlord shall not be obligated to refund the security deposit to the tenant until such time as 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 paragraph (b) shall 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 domestic violence or domestic abuse.

Source: L. 2004: Entire part added, p. 528, § 1, effective August 4. **L. 2005:** Entire section amended, p. 402, § 3, effective July 1.