

INSTRUCTIONS RE: NOTICE OF UNLIVABLE CONDITION(S)



Colorado Warranty of Habitability Law:

In every rental agreement, the landlord is deemed to warrant that the residential premises is fit for human habitation at the inception of the tenant's occupancy and that the landlord will maintain the residential premises as fit for human habitation throughout the entire period that the tenant lawfully occupies the residential premises or dwelling unit.

A landlord breaches the warranty of habitability under Colorado law if (a) the residential premises is uninhabitable; or is in a condition that materially interferes with the tenant's life, health, or safety; and (b) landlord received proper notice of a habitability issue and failed to commence remedial action in accordance with Colorado law.

Tenant's Notice of Unlivable Conditions:

Under Colorado law, the landlord should inform the tenant how s/he must contact the landlord regarding habitability issues. The landlord, therefore, is not required to act on a habitability issue unless they are given proper notice. Meaning, someone needs to tell the landlord about the problem and it should be in writing. Notice can be given by the tenant, a third party, a neighboring tenant, a government entity such as a health inspector, or landlord's representative, employee or maintenance staff. Notice can be given by those individuals by text, email, letter or other written means, whichever way the lease mandates. If the lease does not say how notice should be delivered to the landlord, tenant can mail the notice or use whatever written method of communication used between the parties in the past.

(see attached - sample **NOTICE OF UNLIVABLE CONDITION(S)**)

IMPORTANT: Keep a copy of all notices and communications with your landlord, landlord's employees, representatives and maintenance staff, etc. If you submit requests for repair on the tenant portal, it is a good idea to screen shot the request before hitting "**SUBMIT.**"

Your landlord must commence taking action within 24 hours of getting the notice if the problem significantly interferes with your life, health, or safety. The landlord has 96 hours to take hours for less urgent issues. If your landlord fails to repair within the statutory period, the tenant has several remedies. In some circumstances, for example, remedial action may include a landlord providing a comparable dwelling unit to the tenant, as selected by the landlord and at no cost to the tenant; or a hotel room, as selected by the landlord, at no cost to the tenant. Additionally, a landlord may not retaliate against a tenant for requesting repairs.

It is highly recommended that you seek legal counsel to discuss remedies available to you under the statute.



Colorado Affordable Legal Services
110 16th Street, Suite 1325, Denver, CO 80202

The information provided is for information purposes only and shall neither be considered to guarantee availability of housing for sale or rent nor shall it be construed to be legal advice or a formation of a lawyer/client relationship. For legal advice, CALS must first have a fully executed representation agreement. 