



Human Services

Tips for Landlords and Tenants in Navigating Rental Issues Following the Recent Flooding

Warranty of Habitability

Every landlord is required to fulfill certain requirements that make the rental property fit for human habitation. (Colorado Revised Statutes § 38-12-503)

A landlord is in breach of this Warranty of Habitability if:

The premises substantially lacks (CRS § 38-12-505):

- Waterproofing and weather protection of roof and exterior walls maintained in good working order, including unbroken windows and doors;
- Plumbing or gas facilities that conformed to applicable law in effect at the time of installation and that are maintained in good working order;
- Running water and reasonable amounts of hot water at all times furnished to appropriate fixtures and connected to a sewage disposal system approved under applicable law;
- Functioning heating facilities that conformed to applicable law at the time of installation and that are maintained in good working order;
- Electrical lighting, with wiring and electrical equipment that conformed to applicable law at the time of installation, maintained in good working order;
- Common areas and areas under the control of the landlord that are kept reasonably clean, sanitary, and free from all accumulations of debris, filth, rubbish, and garbage and that have appropriate extermination in response to the infestation of rodents or vermin;
- Appropriate extermination in response to the infestation of rodents or vermin throughout a residential premises;
- An adequate number of appropriate exterior receptacles for garbage and rubbish, in good repair;
- Floors, stairways, and railings maintained in good repair;
- Locks on all exterior doors and locks or security devices on windows designed to be opened that are maintained in good working order; or
- Compliance with all applicable building, housing, and health codes which, if violated, would constitute a condition that is dangerous or hazardous to a Tenant's life, health, or safety
- Or otherwise unfit for human habitation

And the residential premises is in a condition that is materially dangerous or hazardous to a Tenant's life, health, or safety;

AND the landlord has received written notice that premises is uninhabitable or otherwise unfit for habitation and has failed to cure the problem within a reasonable time.

Exceptions to Warranty of Habitability:

- If uninhabitable condition is the result of domestic violence/abuse upon the Tenant, and the Landlord has been given written notice and evidence of the domestic violence/abuse.
- If the uninhabitable condition is the result of a casualty or catastrophe to the dwelling unit, the Landlord may terminate the rental agreement without further liability

Tenant Remedies

If the premises become legally uninhabitable based on the above criteria, the tenant may have several options:

- Terminate lease
- Injunctive relief (repairs required by court)
- Defense to nonpayment of rent
- Damages claim (rent reduction and other expenses)

Before the tenant is justified to exercise these options, the landlord must also have been given notice of the problem by the tenant and a reasonable time in which to remedy the situation. In order to terminate, the tenant would then give notice in no less than ten and no more than thirty days that the premises are uninhabitable and the landlord has failed to remedy the breach within five days of receipt of the letter to from the tenant. Only in extreme conditions may a tenant vacate the premises and stop paying rent. This remedy should never be attempted without first talking to an attorney.