

LANDLORD-TENANT BASICS



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Before Moving In

- Under Colorado law, landlord is deemed to warrant that the premises is fit for human habitation
- Check condition of property to ensure waterproofing, weather protection, plumbing and gas facilities in good working order, no rodent or vermin infestations, etc.
- Document (photos, videos, notes) anything damaged
- Get any promises made by landlord/manager in writing (e.g., to clean or make repairs before you move in)
- Read military clauses carefully before signing lease so that you don't waive any Servicemembers Civil Relief Act (SCRA) rights and protections; can negotiate military clause to provide family with additional protections (e.g., ability to terminate if ordered to live on base)
- Consider purchasing renters insurance
- Create a folder for all documents relating to property

Landlord and Tenant Responsibilities

- Landlord is responsible for keeping property habitable
- Tenant must provide written notice of uninhabitable or materially dangerous or hazardous conditions, and landlord must fix problem within a reasonable time
- Landlords can't retaliate against tenant who makes good faith complaint to landlord or to governmental agency
- Tenants have duty to maintain premises in reasonably clean and safe manner
- Tenant shall not knowingly or negligently destroy, damage, or remove any part of residential premises

Terminating Because Property Is Not Livable

- Landlord breaches duty to keep property livable when:
 - Broken windows, doors, locks, or security devices
 - Plumbing, gas, or electric not in good working order
 - No running water or reasonable amounts of hot water
 - Common areas not sanitary
 - Otherwise unfit for human habitation
- After tenant provides written notice of problem, tenant must give landlord five business days from receipt of the notice to fix
- If landlord fails to fix within a reasonable time, tenant may terminate rental agreement

Terminating Because of Military Service

- If breaking lease because of deployment, PCS, or separation:
 - Contact the legal office for advice
 - Provide written notice to landlord that tenant is breaking lease under SCRA; include a copy of orders to PCS, deploy, or separate
 - If no orders yet, provide certified letter from commander stating that tenant will be getting orders; once tenant has orders, provide a copy of them
 - Tenant will owe rent for the month he provided notice and following month, or until date of orders if they are more than one month out
 - Fulfill all lease obligations until lease ends

- Any landlord who knowingly and willfully holds a security deposit or any other property of tenant who lawfully terminated lease under SCRA is subject to a fine and imprisonment for not more than one year

Terminating With a Lease

- Colorado courts have held that notice to terminate is not required where the express words of the lease say that the term ends at a certain day

Evictions

- Landlord required to serve tenant with 3-day notice to demand tenant pay rent, correct the stated violation, or else move out in 3 days
- If tenant does not act by third day, landlord is required to get a court order to evict tenant
- Landlord cannot legally lock the tenant out without a court order
- Tenant can contest eviction by filing a Response to the Summons and Complaint
- If tenant fails to answer or appear in court on the date indicated on eviction paperwork, court will issue eviction order by default and tenant can be removed by Sheriff 48 hours later

Security Deposits

- After move out, landlord has 30 days to refund security deposit, or up to 60 days if provided in the lease
- If landlord withholds all or part of security deposit, must provide tenant with written statement listing exact reason for deductions within the 30/60 day time frame
- Landlord can't keep deposit for "normal wear and tear"
- Landlord must mail deposit or statement of withholding to tenant's last known address (which tenant must provide)
- If tenant receives neither a refund nor a statement of withholding after 30/60 day time period, tenant must (1) request refund in writing and (2) notify landlord that tenant will take legal action if the landlord does not return the deposit within 7 days from the date of the letter
- In any court action, burden of proving withholding of deposit was justified is on landlord, not tenant
- If landlord wrongfully withholds all or part of security deposit, tenant may be entitled to triple the original amount ("treble damages"), plus court costs & attorneys' fees

Foreclosure Protection

- Tenants can't be evicted without court order when rental property goes into foreclosure
- If forced to move because of foreclosure action against landlord, JFTR authorizes military to pay for move

Simple Ways to Minimize Problems

- *Get it in writing:* any transaction between tenant and landlord should be in writing, including e-mail; follow-up any verbal conversations in writing

Smart Renting Checklist

- *Notify landlord:* if tenant has a problem or complaint, notify landlord in writing
- *Request receipts:* get a receipt for any money tenant gives landlord; never pay cash without getting a receipt
- *Pay rent promptly:* but if tenant can't, notify landlord before rent is due and try to negotiate a mutually agreeable solution; put that agreement in writing
- *Don't make alterations without permission:* before tenant paints, wallpapers, installs bookshelves, or otherwise alters premises, get written permission
- *Read everything before signing:* make sure to understand what is signed; make an appointment with a Legal Assistance attorney if necessary
- *Keep it clean and orderly:* don't allow family, friends, or pets to damage the property; notify landlord of any damage and explain what you will do to repair it

Before You Sign a Lease:

- Visit the property and meet the landlord
- Read property reviews; talk to previous tenants
- Make a budget to ensure you can afford property and any associated costs (e.g., security deposit, utilities, cable, internet, trash, renter's insurance, parking, laundry, etc.)
- Read the lease! Specifically, you want to know: What does it say about the security deposit? Are you waiving any of your rights under the Servicemembers Civil Relief Act (SCRA)? Is there a military clause? Who is responsible for repairs? Who is responsible for maintenance (e.g., mowing, shoveling, etc.)?
- Ensure that military member tenants are named on the lease to receive SCRA protections
- Don't be afraid to ask potential landlord questions!

When You Move In:

- Do a walkthrough with your landlord - Take photos or video; Document the condition of the property and note damages
- Create a folder to maintain all documents relating to your rental, including: (1) Signed lease, (2) Walkthrough documentation and photos, (3) Any correspondence with landlord

While You Are a Tenant

- Follow your lease
- Pay your rent on time
- Communicate & maintain a good relationship with your landlord
- Notify landlord of damage to the property—even if you cause it
- Contact legal office if property becomes unlivable (e.g., unreasonable lack of hot and cold water; pest/rodent infestations)

Before You Move Out

- Provide notice that you won't renew
- Review lease to determine what responsibilities you have (e.g., do you need to have the carpets professionally cleaned?)
- Do a move-out walk through with your landlord and document the property condition
- Take photos or video
- If you're breaking your lease because of deployment, PCS, or separation:
- Contact the legal office for advice
- Provide written notice to your landlord that you are breaking your lease under SCRA; include a copy of your orders to PCS, deploy, or separate
- If you do not have orders yet, provide certified letter from your commander stating that you will be getting orders; once you have your orders, provide a copy of them (You will owe rent for the month you provide notice and following month, or until date of orders if they are more than one month out).
- Fulfill all lease obligations until lease ends

After You Move Out

- Provide landlord with a current address so that your security deposit can be refunded
- Colorado law requires return of full security deposit or "written statement listing exact reasons" for retention of any portion
- If you do not receive a full refund, follow up:
- Demand itemized accounting of deductions from the security deposit
- If you dispute any alleged damage, provide photos and documentation from your walk through to show damage was done either before you moved in or after you moved out
- Contact legal office for help with disputes

Sources:

Colo. Rev. Stat. §§ 13-40-107, 38-12-103, 503, 504, 505, 507, 509
50 U.S.C. App. § 535
JFTR, Appendix A, page A1-32, part (b)(3)(e)
Mulhaney v. Field, 120 Colo. 518 (1949)

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