Landlord Tenant Handbook
March 2006

Providing answers to your most common landlord/tenant questions

This handbook should never be used as a substitute for legal advice.

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Welcome to the Rental World!

Whether you’re a first-time landlord or tenant, or a veteran investor or renter, the extent to which you are involved in your rental relationship is up to you. Sometimes, in a rush to get a rental unit occupied, parties overlook the importance of understanding their legal obligations to one another, and to the community at large. It is recommended that landlords and tenants start off on the right foot by learning and complying with the various local ordinances and state statutes pertaining to rental property in Fort Collins, Colorado. By knowing what protections and restrictions are in place, so that potential conflict and misunderstandings will be minimized. Landlords and tenants will be better able to work together to ensure a successful tenancy.

This handbook was prepared and printed by the City of Fort Collins Community Mediation Program, housed within the Neighborhood & Building Services Department. Intended to be a summary of state statutes and local ordinances pertinent to landlord-tenant law, relations, and related resources, this handbook highlights some areas of landlord-tenant law but is not an exhaustive survey of such. This guide can be used to inform Fort Collins landlords and tenants about many of the rights and responsibilities each have in a legally-bound rental contract.

At the end of this handbook there is a list of frequently asked questions (FAQ’s), pertinent to landlord-tenant situations.

Information contained in this handbook does not constitute legal advice and is current as of March 2006. There is no assurance that the laws cited herein have not changed or been amended by subsequent court decisions or other legislation.

This guide should never be used as a substitute for individualized counseling or legal advice from an attorney or other qualified professionals.
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RESOURCES FOR LANDLORD/TENANT MATTERS

If you do not find the information you are seeking in this handbook, and/or if you require professional legal assistance, other resources are available to landlords and tenants in Fort Collins. They include:

**Larimer County Bar Association Pro Bono Legal Clinic**
4th Floor, Larimer County Justice Center
201 Laporte Avenue
Wednesdays: 12:30 pm, first 8 clients can be served

**Neighbor to Neighbor**
424 Pine Street Suite 203 · (970) 484-7498
Counselors assist clients in identifying & addressing barriers to affordable housing, locating and retaining affordable housing, and locating emergency housing options for people who are homeless. Additional program information includes: Emergency rent assistance, damage deposit guarantee program, and transitional housing program.

**Colorado Legal Services**
424 Pine Street Suite 614 · (970) 493-2891

**Colorado State University Student Legal Services**
Lory Student Center basement · (970) 491-1482
http://sls.colostate.edu/default.cfm?menu=1&lvl1=1
*For fulltime CSU students only*

**City of Fort Collins Community Mediation Program**
281 North College Avenue, 2nd floor · (970) 224-6022
Landlord Tenant Handbook: www.fcgov.com/neighborhoodservices
Provides free landlord-tenant dispute resolution services for Fort Collins residents

**Fort Collins Housing Authority**
1715 W. Mountain Avenue · (970) 416-2910
Secures public and private sector funds to develop, manage and administer affordable housing for low income families.

**Eviction Legal Forms**
www.courts.state.co.us/chs/court/forms/fed/fed.html

**Small Claims Court Handbook**
www.courts.state.co.us/exec/pubed/brochures/smallclaimsweb.pdf
FOR TENANTS: SECURING A GOOD RENTAL SITUATION

There are many things to consider when looking for a rental property in Fort Collins. People tend to focus on the basics, such as the unit size and amenities, and do not always take into account some of the less obvious (but equally important) aspects of legal tenancy. So be careful: just because you love the place at first glance, it may be helpful to consider these other items as you determine whether or not a rental unit is right for you.

Location

1. Is the rental unit close to your needs (i.e. shopping, school, bus line)?
2. Does the neighborhood suit your lifestyle? You may want to visit with nearby neighbors to assess whether or not you’ll “fit in” the neighborhood. If you are a student, it may be helpful to ask friends for suggestions about student-friendly neighborhoods.
3. Has the unit you’re looking at been involved in unlawful or other nuisance behaviors in the past few years? Because the City’s Public Nuisance Ordinance follows the property and not the resident, it is possible that the home you’re looking at is at risk for being declared a Public Nuisance. You don’t want to inherit someone else’s problem! Call (970)221-6676 to find out how many past violations are registered to a particular property. You may want to avoid moving into a house where problems have already been associated, and where neighbors are on alert.
4. Are you able to do a walk-through of the unit before signing a lease? If you are renting a unit sight-unseen (such as over the internet), you run the risk of not getting what you bargained for. Whenever possible, do a thorough inspection of the premises prior to signing the rental contract, or, if you are out of the area, ask a trusted associate to do the walk-through in your place.

Landlord’s Reputation

1. How did you learn about this landlord or property management company? Try to get referrals from people you know and trust, and pay attention to the negative comments as well.
2. Decide what kind of landlord will work best with your situation. For example, if you are someone who prefers having regular, localized contact with your landlord, you’d probably be better off with a local landlord or property manager. If you need someone who’ll work with poor credit, you may have more luck with a small business owner, not a larger company. If you value privacy above all else, you probably wouldn’t be happy living in one half of a landlord’s duplex!
3. Has the landlord made a good first impression? Pay attention to your gut here... if the landlord is late for your appointment to view the unit, doesn’t have keys, and/or if the lease is shoddy and pieced together,
it may imply that the landlord is not as organized as you may require. You should also attempt to make a good first impression with a prospective landlord. Be on time and have a list of questions prepared ahead of time.

4. Does the landlord own any other rental property? If so, it may be helpful to peruse some of the landlord’s other properties, to get an idea of the landlord’s attention to detail and level of rental business experience. Some tenants prefer to deal with property management companies rather than private owners, while others like the intimacy of a mom-and-pop type rental relationship.

5. Does the landlord belong to any professional organizations? Many landlords and property management companies are involved with regional property management associations. These affiliations may indicate the landlord is versed in current rental-related legislation, peer mentoring and support, and best practices. You can ask the landlord about possible professional affiliations.

6. Did the landlord discuss and provide you with an Occupancy Disclosure form? The City of Fort Collins requires all tenants be informed about the restrictions on the number of inhabitants allowed in rental units. It is the responsibility of the property owner or manager to provide tenants with this information whenever the lease changes.

**Maintenance and Appearance of Property**

1. What condition is the property in, both inside and out? It is in your best interest to carefully inspect a rental property prior to agreeing to anything in writing. If the place looks shabby, it may indicate that property maintenance is not on the landlord’s top list of priorities.

2. Is the unit safe? Check to see that all doors and windows lock, and that there is safe lighting and vegetation in and around the property. Is the yard securely fenced? If you have concerns about the unit’s safety, you may want to request a City building inspection.

3. Do you smell mold, mildew, or gas? If so, find out what the source of the odor is, and, if it is a matter of health concern, figure out a repair schedule with the landlord. Include any maintenance agreements in the written lease. Mold, mildew, and natural gas can be hazardous to public health.

4. Be aware of lead-based paint problems. If the rental unit was built prior to 1973, your landlord will likely provide you with a lead-based paint disclosure form, informing you about the hazards of this type of paint on human and animal health (especially the young).

5. Determine who is responsible for which types of property maintenance. Unless it is a health or safety matter covered in the Fort Collins Building Code (Rental Habitability Standards, page 21 landlords are not responsible for minor repairs unless specifically noted in the lease. Decide how tenants will inform the landlord about needed repairs, and incorporate any agreements into the written lease. Tenants cannot make repairs and then deduct their expenses from the monthly rent, unless this is agreed upon in advance by both the landlord and tenant.
Common Lease Problems

The Lease Itself

1. Understand what a lease is. A lease is a legally binding contract between a landlord and a tenant granting the tenant possession and use of the landlord’s property for a given period and setting forth the rights and responsibilities of each party. For example: the amount of rent and when it is due, the length of possession of the rental property, and other rules which govern the tenancy such as whether or not pets are allowed and how maintenance of the property will be maintained. Some terms and conditions of a lease may be negotiable. If changes are made to the lease prior to signing, parties should initial the change on the original lease document, or add a signed addendum. There is no “grace period” to back out of a lease once it has been signed.

2. Know the different types of leases available, and make sure it fits your needs.

3. Oral Leases - It is recommended that any lease agreement between landlord and tenant be made in writing, to help avoid possible misunderstandings in the future. If there is no written lease, it is assumed that the tenancy is a month-to-month arrangement.

4. Month-to-Month Leases - This is an agreement to contract for one month at a time. The landlord can raise the rent, alter or terminate the agreement at the end of each month once proper notice has been given. The tenant, likewise, can terminate the contract at the end of the rental period if proper notice is given. The length of the notice period can be negotiated, but cannot be less than the amount specified by statute. In the absence of negotiated agreement, proper notice is written notice, no less than 10 days before the end of the month.

5. Term Leases - A “term lease” is for a specified length of time. The landlord is obligated to rent the unit to the tenant for a specific length of time, for an amount of rent and under the conditions negotiated in the lease. The tenant is likewise obligated to pay the rent and fulfill the lease conditions for the same period of time.

6. Is the lease professional-looking? If the lease looks like it has been pieced together from other leases, and/or if the lease is scribbled on and disorganized, you should review it with the landlord and get any questions or concerns addressed immediately. Some landlords use standard lease forms, available at office supply stores. These are usually fine, but not particularly specific to your housing situation. Include any additions to the lease in specific terms, and initial all changes. Tenants are advised to have their lease reviewed by an attorney if they have specific questions or concerns not remedied by conversations with the landlord. Fulltime CSU students have access to free legal services and are encouraged to go over unsigned leases with attorneys prior to signing.

7. Go over the lease carefully to avoid common lease misunderstandings/disagreements.
8. Did the landlord include an Occupancy Disclosure form with your lease materials? The City of Fort Collins requires all tenants be informed about the restrictions on the number of inhabitants allowed in rental units. It is the responsibility of the property owner or manager to provide tenants with this information whenever the lease changes. For their own legal protection, it is advised that all tenants sign the lease contract (leaving someone off to get around the City’s zoning restriction could cause trouble for the legitimate lessees, in the event an occupancy complaint is lodged against the property by nearby neighbors).

Problem Areas

Discrimination Protection
Local, state and federal statutes combine to prohibit discrimination on the basis of race, color, religion, national origin, sex or marital status. Fort Collins Municipal Code Section 13-16 and Section 13-18 define unlawful discriminatory housing practices.

Early Lease Termination
Life sometimes requires people to have to relocate or change their living arrangements. Although most leases are for a specified length of time, landlords may be willing to work with tenants who have to terminate their leases early. If there is no mention of lease termination in a written lease, parties should consider adding a clause to address it, in the event the terms of the lease cannot be carried out. See Termination of the Lease section, pages 12-13.

Insurance
No laws require a landlord to be responsible for damage to the tenant’s personal property. If no clause is negotiated regarding damage, it is suggested that a tenant purchase renter’s insurance.

Neighborhood Problems
Some leases include clauses about tenants’ responsibilities to follow local and state ordinances regarding nuisance behaviors and other issues. Some leases mention specific fines and/or consequences for tenants’ unlawful behavior. Others require tenants to sign a list of house rules or expectations about various laws and ordinances; this is often included within or as an addendum to a written lease.

Pets
Most leases specify whether or not pets are allowed on the rental premises, and, if so, what kind and how many animals are permitted. Some leases require special pet deposits, and should specify whether or not this deposit is refundable at the end of the lease.

Privacy
There is no local ordinance or Colorado law that requires a landlord to give notice prior to entry into the rental premises. Reasonable notice should be addressed in the lease. This is something landlords and tenants may want
to discuss prior to signing the lease, and added into the written contract. If tenants have legal concerns, they should contact a legal professional.

Rent Control
Colorado law prohibits rent control by a local governmental entity. C.R.S. Section 38-12-301. It is possible that different tenants in the same complex may have different rent amounts. Rent rates can be adjusted at the beginning of each lease term; in some cases, this can be monthly.

Roommates
Most leases bind roommates to “joint and several liability.” If one roommate moves out, the remaining roommates are legally responsible for that person’s share of the rent and any damages. Division of security deposits in roommate situations should be set forth in the lease agreement, or and/or in a signed roommate agreement (For a Roommate Agreement sample see pages 65-66).

Selling/Showing The Unit
There are times when real estate changes ownership within the term of an existing lease. You can include language in the lease about what will happen should the unit be listed for sale, shown to prospective buyers (or tenants), and/or sold to another party.

Subleases
Subletting is when a tenant rents his/her rights and responsibilities in the rental property lease to another party. Some leases indicate whether or not subletting or assignments are permitted, and under what circumstances.

Utility Bills
It should be specified in the written lease which party is responsible for which utilities. If the tenant is responsible for utilities, it is recommended that the tenant put the utilities in his/her name to avoid billing confusion.
For Tenants: Securing a Good Rental Situation
FOR LANDLORDS: PROTECTING YOURSELF FROM COMMON PITFALLS

Landlords and real estate investors know that the property management business can be rife with confusion, complications and conflict. Being a landlord does not make someone a social worker, lawyer, counselor, or friend to their tenants. Sometimes relationships between landlords and tenants can feel too close or too distant. Whichever way you choose to interact with your tenants, it is suggested that you consider these suggestions to help you avoid future problems.

1. Educate yourself. Owning rental property is a challenging business! Take a course, read a book, and/or talk with others in the field, including legal professionals, who can give you a real picture of the business, and can offer advice and suggestions.

2. Check out a unit and/or neighborhood before you purchase rental property. Be an informed consumer and empowered businessperson! Be sure the unit is properly zoned as a rental, and that your unit will be in compliance with local laws, such as occupancy limits. Ask neighbors for their input as well. Neighbors may have concerns about having a rental house on the block, so approach them with an open mind and willingness to listen to their worries and frustrations. Forming a connection with neighbors now could help you avoid problems in the future. Be ready to provide contact information.

3. Have a strong, specific lease. A legal review of the lease now will likely save you money later!

4. Conduct thorough background checks on all prospective tenants. Knowing a little bit more about the people who’ll be living in your investment property can help you decide if they will be a “good fit” for your rental unit. Landlords can charge tenants a non-refundable application fee to conduct credit and criminal histories. Additionally, it is recommended that you check references on all prospective tenants.

5. Obtain security deposit in full, if possible, and/or set up written payment plan to collect the amount. Landlords can keep the deposit in an escrow account or may cash the check immediately; either way, it is the landlords responsibility to charge tenants only for damages that fall beyond ‘normal wear and tear’ (see Security Deposit Section, page 19). It is not advised to allow tenants to apply deposit monies toward rent or other bills, unless this is agreed upon by both landlord and tenant (in writing, preferably).
6. **Do walk-through with tenants at the beginning and end of lease.** Document damages. Keep written records of all damages and repairs. It is suggested that you use a check-in/out form, signed by both parties.

7. Determine which party is responsible for utility hook-ups and billing. Put this into the lease and notify utility billing about a local contact.

8. **Decide who is responsible for the care and repair of the rental property, both inside and out.** Include these responsibilities in the lease contract. Establish a system for the tenant to notify you of a needed repair, and be sure follow through on your end of the bargain in a timely manner. Know which kinds of repairs can be done by the owner, and which cannot. Many home repairs require the work of a licensed contractor and cannot be done by the property owner under any circumstances. See the section on Rental Habitability Standards for more information, pages 21-22).

9. **Provide tenants with lawnmower and snow shovel.** Fort Collins Municipal Code requires weeds and grasses to be cut below 6 inches, and for all snow and ice to be removed from adjacent sidewalks within 24 hours after snow has stopped falling. If the house is cited for either of these violations, the cost could be assessed to the property owner.

10. **Familiarize yourself and your tenants with City and State laws.** The City’s Neighborhood Services Division provides free informational resources on a variety of local ordinances, informing citizens about their rights and responsibilities within the Fort Collins community. Call (970) 224-6046 for information. Repeat, non-complying nuisance violations may result in the City declaring your rental unit a public nuisance. Stay on top of your tenants and the upkeep of the property, and make sure tenants are informed about their (and your) legal obligations.

11. **Do regular inspections of the property.** If you cannot personally drive by or inspect the premises on a regular basis, enlist a trusted friend or family member to keep an eye on your rental unit. Be sure to let the tenants know you will be monitoring the property, inside and out. It is a good idea to include some language about housing inspections in the written lease.

12. **Consider implementing House Rules.** Usually done as a lease addendum, these provisions clearly define appropriate behavior for tenants (and also related consequences). See Sample House Rules, pages 39-40.
13. **Have firm boundaries.** If you are going to make special accommodations for a tenant, such as letting them “work off” their late rent or allowing someone to get a dog when the lease specifically prohibits pets, be aware that it can be a slippery slope into blurred boundaries between parties. Any special arrangements should be documented in writing, and signed by both parties. Just because you want to be a ‘cool’ landlord doesn’t mean you should overlook common business sense. Owning and managing rental property is a business and should be treated as such.

14. **Develop an alliance with other area landlords/investors.** You may be interested in joining area property management associations, who share resources such as market analyses, legal counsel, best practices, and model leases. Learn from others what to do, and what not to do, managing rental property in Fort Collins!

**Notes:**
Terminating the Lease

Leases can be ended in a number of ways. As early as a lease signing, it is important to think about how a lease will be terminated in the future. This language should be clearly stated in the written lease.

Voluntary Termination

A landlord is under no legal obligation to renew a lease once the term has expired. If there is no clause requiring notice of termination, the tenant is responsible for leaving on the date the lease ends. A common practice is for a written lease to require 30 days notice before terminating the lease. The failure of either party to provide proper written notice may result in both parties being obligated to another tenancy term. See C.R.S. Section 13-40-107 for specific legal procedures.

Early termination of a lease can occur at any time if the landlord and tenant mutually agree to such termination. Some leases provide that without prior notice to quit, a lease will continue for another term with the same conditions (“hold over” clause). Mediation can be helpful for this sort of situation.

Rent liability for early move-out

Tenants are responsible for rent until the premises are re-rented or the lease has expired. The tenant may also be liable for the landlord’s reasonable costs of re-renting. Lease contracts often specify who is responsible for re-renting the premises. Landlords must make reasonable efforts to re-rent the premises when a tenant moves out early. Without a documented agreement between the parties, a landlord can sue a tenant for eviction if a tenant moves out before the end of the lease term. The lease binds the tenant to a set amount of time.

Voluntary lease terminations will fall into one of categories:

1. **Termination of the lease for a definite term**

   (example: one year lease) - If a lease establishes a date of termination and if there is no mention of the tenant’s obligation to give notice of termination, the lease will expire on the date set forth in the contract and the tenant is obligated to leave the premises on that date. The landlord is not required to automatically renew the lease with the tenant. If a lease does require a tenant to give notice of termination prior to the end of the lease, then the tenant must provide notice within the specified amount of time before the tenant is cleared of his/her obligation.

2. **Termination of a month-to-month lease**

   A month-to-month lease is a rental agreement for a one-month period that is renewed automatically each month until properly terminated by either party. Month-to-month tenancies can also be created using a written lease and/or as an extension of a previous lease agreement that
has expired but has now rolled over to a month-to-month status. To terminate a month to month lease, state law requires written notice of intent to terminate which must be given at least ten days before the last day of the rental month, or eleven days prior to the next rental payment date. To terminate a month to month agreement, either the landlord or tenant must provide written notice of intent to terminate by mailing or hand delivering a copy to the other party. A written lease may specify a longer period of time for notice to terminate and it is common for written leases to require a thirty-day notice. The failure of either party to provide proper written notice obligates both parties to another month’s tenancy (C.R.S. 13-40-107).

Involuntary Lease Termination (Eviction)

When a tenant is not living up to his/her end of the rental contract, such as being late with the rent or not complying the terms of the lease, the landlord can sue the tenant in District Court. If the landlord prevails in an eviction lawsuit, the tenant will be legally evicted from the property. It is not advisable for tenants to try and get out of a lease by being evicted; this legal judgment will stay on a tenant’s credit report for many years and could greatly hinder the tenant’s chances of securing rental property in the future. Whenever possible, it is recommended that landlords and tenants try to work together on resolving breached lease issues, to minimize the necessity for formal and costly litigation. Mediation services are offered free of charge to City residents experiencing landlord-tenant conflicts.

How Does The Eviction Process Work?

Forcible Entry and Detainer (FED) is a legal action taken by a landlord to obtain a court order to evict a tenant. This type of lawsuit is governed by state law under C.R.S. Section 13-40-101 et seq. Before filing an FED action to evict a tenant for non-payment of rent or other breach of lease conditions, the landlord must first provide the tenant with a written, signed demand notice, giving the tenant 3 days to either: pay the past due rent (or cure the breached conditions), or move out.

Landlords: Posting a 3-Day Demand for Compliance

The written demand must be served upon the tenant by posting in a conspicuous place on the premises or by leaving a copy with a resident in the household over 18 years old. If service is by posting, a copy must be mailed the next day. After the demand has been given and the tenant has not paid the rent (or cured any other breach of the lease) or moved within the three days, the landlord may file an FED (eviction) action in the appropriate court.

Even if the tenant moves out within three days pursuant to the above demand, s/he is still contractually responsible for the payment of rent through the lease term. Landlords do have an obligation to make a
reasonable effort to re-rent the premises. A second notice for a violation of the same lease provision (other than no-payment of rent) need not contain a right to cure the violation. In these cases, a landlord can move right to litigation.

A Sample 3-Day Demand Notice is located on page 15. Landlords can access the appropriate legal forms online at www.courts.state.co.us/chs/court/forms/fed/fed.html.

**Tenants: Responding to an FED Action**

If a tenant knows s/he is going to be late with the rent, the tenant should communicate the situation directly with the landlord. The landlord may be willing to work out an IOU or payment plan that will allow the tenant to remain in the rental unit under agreed-upon conditions.

If the tenant cannot come into compliance with the lease terms, the tenant can file an answer with the court (see Tenant Response, page 16). The tenant should plan to be in court the day of the FED hearing, because failure to appear can result in a default judgment in favor of the landlord.

If a judge declares the tenant evicted, the tenant will have a short time period to remove all personal belongings from the rental unit. A Sheriff’s Deputy may be on hand to supervise the activity. It is suggested that evicted tenants move out as efficiently as possible, and without further damaging the unit. The court will assess fines and other awards should the amount owed be more than the deposit.

A landlord is not entitled to lock a tenant out of the premises, shut off the utilities or forcibly move a tenant or tenant’s possessions out of a building prior to obtaining a court order.

In an eviction, abandoned tenant property will likely be placed on the curb. Once an FED has been ordered by a court of law, it is up to the tenants to remove and/or secure personal belongings. Please note that any items left on the curb can be subject to notification and/or Municipal fines for illegal outdoor storage and/or rubbish. It is the responsibility of the property owner to dispose of discarded items in a safe and legal manner.
SECURITY DEPOSITS

Security deposits and the refund of such monies is a common issue of contention for landlords and tenants.

The retention and return of security deposits are regulated by C.R.S. Section 38-12-101, et seq. A security deposit is money paid to the landlord to ensure performance of the lease and to protect the landlord and the property from extensive damage to the rental unit. Landlords can keep the deposit monies in an escrow account, or can cash the check immediately. It should be clearly stated in leases which deposit monies are refundable, and which are not (such as pet deposits).

Withholding Security Deposits

The landlord may charge the tenant for any damages to the premises so long as the tenant is given an itemized statement within the time period specified in the lease. If the landlord’s damages are more than the security deposit, the landlord may sue the tenant to recover those damages, or may turn the matter over to collections.

With proper documentation, a landlord may keep all, or a portion of, the security deposit for any of the following items:

- Unpaid rent or utility bills owed by the tenant
- Payment for damages to the premises beyond “normal wear and tear”
- Any cleaning to which the tenant agreed to in the lease
- Any other breach of the lease that causes financial damage to the landlord.

Normal Wear and Tear

“Normal wear and tear” is defined by state law as: “that deterioration which occurs based upon the use for which the rental unit is intended, without negligence, carelessness, accident or abuse of the premises or equipment or chattel by the tenant or members of his household or their invitee or guests,” C.R.S. Section 38-12-102(1). Examples of what is wear and tear, and what is not is included on the next page.
## Wear and Tear Guide

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<td>Fire damage due to faulty wiring</td>
<td>Fire damage due to tenant’s use of candles, incense, cooking device or smoking</td>
</tr>
<tr>
<td>Slow sink drainage due to old pipes</td>
<td>Plumbing backed up because tenant has flushed foreign or bulky object down it</td>
</tr>
<tr>
<td>Wallpaper coming loose due to aged glue</td>
<td>Wallpaper missing, something ripped off the wall</td>
</tr>
<tr>
<td>Sliding closet doors that stick</td>
<td>Closest doors sticking because track is bent</td>
</tr>
<tr>
<td>Paint faded on kitchen walls</td>
<td>Walls in kitchen stained from burning pots on the stove</td>
</tr>
<tr>
<td>Shower rod slightly rusted</td>
<td>Shower rod missing or inoperable</td>
</tr>
<tr>
<td>Bathroom grouting loose</td>
<td>Tiles missing or cracked</td>
</tr>
<tr>
<td>Dirty or faded window shade or blinds</td>
<td>Torn or broken window shade/blinds</td>
</tr>
<tr>
<td>Old light fixture</td>
<td>Missing, broken or dirty light fixture</td>
</tr>
</tbody>
</table>
Return of Security Deposits

In Colorado, landlords generally have 30 days after the lease expires to return any unused portion of a tenant’s security deposit (C.R.S. 38-12-101 et seq.). However, there is a provision that allows landlords to have up to 60 days to return a security deposit, if this time frame is listed in the lease contract. Tenants should leave a forwarding address for the landlord to return the deposit, minus any itemized and documented deductions.

If the tenant has fulfilled all the terms of lease (including proper notice to terminate, if required), has paid the rent in full and on time, has left no financial obligation to the landlord, and has caused no damage beyond normal wear and tear, then the tenant is entitled to return of the full security deposit.

There is no state law requiring interest on security deposits to be paid to the tenant.

Landlords can charge tenants for the time spent cleaning/repairing the rental unit; this should be assessed at a fair market rate (check with local cleaning companies).

Recourse for Withheld or Non-Returned Security Deposits

The tenant may send a “7-Day Demand” letter to the landlord if the landlord does not return the security deposit or does not send an itemized list of deductions within the required time period; or if the tenant disagrees with the deductions. This letter states the tenant will sue the landlord for three times the amount of the deposit withheld, if the landlord cannot produce written proof of the charges and/or if the deposit is not returned to the tenant within seven days of receipt of the letter. The seven-day demand letter should be sent by certified mail, return receipt requested. The tenant should always keep a copy. If the landlord returns the security deposit in full or pays the tenant the disputed portion of the deposit within the seven days, the matter is resolved. If the landlord is open to negotiating the various charges assessed against the security deposit, parties can attempt to formulate a fair compromise alone, or via City-sponsored mediation. Landlords should be ready to provide evidence that the charges were warranted.

A sample 7-day Demand Letter can be found on Page 57.
Rental Habitability Standards

A “legal” rental unit has been endorsed by City building permit and complies with codes in effect when the unit was originally built or created. If you feel a rental unit is “illegal” and does not meet the minimum habitability requirements listed in this brochure, we encourage you to contact the City of Fort Collins Building Department at 221-6670. The goal is to create and maintain a safe living environment for all citizens.

How do the Fort Collins Rental Housing Standards Affect Me?

The “Rental Housing Code” affects both renters and landlords by providing basic minimum standards so that renters’ accommodations are safe places to eat, live, sleep and play. Whether you live in or own a house, mobile home, townhouse, condominium, apartment, hotel, fraternity or sorority house, a boarding house, or any other livable facility, the City of Fort Collins regulates minimum habitability requirements for:

- Shelter from the Weather
- Sanitation
- Light & Ventilation
- Exits
- Electrical, Plumbing, Heating and Structural Safety
- Comfort Heating

Minimum Habitability Requirements

1. Rental housing must provide shelter from the weather.

2. Basement apartments after October 1945, and ALL housing after October 1958, require minimum window area for light and ventilation.

3. Existing legal rental units before the above dates with no windows are required to have permanent lighting fixtures controlled by wall switches at room entrances.

4. Stairs, hallways and exits which serve more than one unit must always be lighted (natural or artificial).

5. All dwelling units must have a kitchen and a bathroom, both with sinks that supply hot and cold running water.

6. One bathroom must have a bathtub or shower, sink and toilet to ensure privacy.

7. Bathrooms must be separated from food storage and preparation areas by a tight-fitting door.
8. It’s important to remember that every rented apartment, lodging or room must have direct access outside OR to a public corridor that leads directly to an exterior exit.

9. Exits must be maintained in safe condition and in accordance with the applicable code when the unit was legally-authorized for construction.

10. When there’s a fire, it’s crucial that all bedrooms below the fourth story have an operable exterior emergency exit window or door.

11. Such emergency exits in bedrooms created after October 1958 must:
   a. Be “openable” from the inside without special tools or knowledge
   b. Have a clear opening no more than 44” or 48” above the floor
   c. Have a minimum clear open dimension of 20” or 24”
   d. Have a minimum clear opening area of 5 or 5.7 square feet

12. For units with legally-authorized bedrooms created before October 1958, rooms must have a hard-wired (110 v.) smoke detector in the bedroom interconnected with a primary smoke detector outside the bedroom entrance. Activation of one smoke detector must activate all other detectors.

13. If the emergency escape window clear opening is more than 60” above the floor OR is smaller than 18”, all of the following additional criteria apply:
   e. The bedroom must have unobstructed access to a second exit.
   f. The second exit must be a current code complying escape/rescue door or window.
   g. The second exit cannot be located in a bedroom.
   h. The second exit must have a sign in one-inch letters stating “Emergency Exit.”

14. All habitable rooms must have permanent heating facilities capable of maintaining the indoor temperature of at least 60 degrees F.

15. Portable kerosene, propane heaters or non-vented gas heaters are dangerous and illegal.

16. All heating equipment and appliances must be maintained safely, according to the code.

17. All gas-fired heating equipment must:
   a. Have an automatic safety fuel-shutoff.
   b. Have an accessible manual fuel-shutoff.
   c. Have a listed appliance fuel connector.
   d. Have an approved vent (chimney).
e. Have adequate combustion air to prevent carbon monoxide escaping into the unit.

f. *NOT* have the only access to the equipment through a bedroom or bathroom unless the equipment is sealed-combustion or is in an enclosed room with direct outside combustion air.

g. *NOT* discharge air from one housing unit to another through central heating.

18. **Stairs** from basement apartments and stairs serving more than one unit must be **at least 30” wide with 75” of headroom** and **have handrails**.

19. All occupants must have **direct access outside** OR to a public corridor that leads directly outside.

20. **All electrical equipment and appliances** must be **maintained** safe and according to the following:

   h. All habitable rooms must have at least two electric outlets or one outlet and one electric light fixture.

   i. Outlets within reach of laundry appliances & piping must be electrically grounded.

   j. Lights in bathrooms and laundry areas must have wall switches or non-conductive pulls.

   k. Branch circuits, feeder panels, etc. must be protected by properly sized fuses or circuit breakers.

   l. Extension ("Zip") cords wired directly to permanent wiring, inside walls, through floors, under carpets, etc. are prohibited.

21. Plumbing, fire sprinklers, structural members, foundations, floors, walls, roofs, masonry fireplaces and chimneys must be maintained in safe condition and according to the code in effect at the time of their legally-authorized installation or construction.

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**Rental Housing Inspections**

Fort Collins inspectors are authorized to inspect rental units accompanied by the tenant or owner at reasonable times when there is cause to believe unsafe conditions are present. If you would like to request an inspection of your rental property, contact the City’s Building Services Department at 221-6670.

Depending on the conditions, the City could allow several weeks for corrections or quickly post the unit unsafe and condemn it from occupancy.

Once the property owner is notified, the needed corrections must be started within the time specified or an appeal must be filed. If the owner does not comply within the stated timeframe and does not qualify for an
extension, the Building Department may pull the Certificate of Occupancy (C.O.), disabling the owner from renting the property until the conditions of the inspection are met.

For specific questions about rental housing maintenance, see pages 24-26.

Zoning and Occupancy

In most Fort Collins neighborhoods, no more than three adults can reside within a dwelling unit zoned for rental purposes. This law exists because overcrowding-related problems have increased in area neighborhoods, and the City required an enforceable tool to address it. Issues such as parking, noise, pets, and property maintenance are all listed as concerns related to over occupancy. It is essential that all landlords and tenants understand the occupancy limits set forth by Municipal Code Ordinance 5-264. For more information, visit the City’s website: www.fcgov.com/building/pdf/occupancy-faqs.pdf. Beginning in 2007, the decriminalized occupancy standards will be actively enforced by the NBS Housing Inspector on a complaint basis. Until January 2007, this code will be enforced by the Zoning Department, which strives for voluntary compliance.

What is the Occupancy Law?

A change in occupancy limits for any “dwelling unit” will also become effective starting in 2007.

A dwelling unit is considered a single housekeeping unit with occupants sharing common living, sleeping, cooking and eating facilities. The new regulations will limit occupancy of any one dwelling unit to either one of the following:

a. A traditional related family (biologically, by marriage, adoption, or legally authorized means) plus one additional person; or,

b. Any two adults and their dependents plus one additional person.

What happens if our property is found in violation of the Occupancy ordinance?

More than 3 adult tenants planning to sign the same lease could be in violation of the City’s occupancy limits, as defined by Municipal Code section 5-264, unless the rental dwelling unit has been approved as a “boarding house.” Investigated and enforced on a complaint-basis, tenants and/or landlords found in violation of this ordinance could face fines and other consequences that could include forced relocation and financial hardship for the tenants.
Tenants will have to figure out which of them will need to move out in order to comply with the 3 or less adults provision. Losing a roommate or two can be financially challenging to the remaining tenants, who are still bound by Joint & Several Liability to cover the entire cost of the rent. Landlords should avoid this problem by starting off leases with occupancy compliance. All landlords in Fort Collins are required to provide tenants with an occupancy disclosure form, signaling that all parties know and understand the City’s rental occupancy limits. A copy of this disclosure form is located on Page 15. This form may be requested by City inspectors investigating an occupancy complaint, and can be used in a court of law.

Beginning in 2007, new customers connecting to Fort Collins electric and water utility services will provide property owner information. This confidential information will help the City contact the property owner in the event of delinquent accounts and possible service shut-offs. The information will be used for law-enforcement and City code enforcement purposes. This information can be used in an occupancy investigation.

**Can I turn my unit into a boarding house, to stay in compliance?**

A “boarding house” is a building or portion of a building that is rented to four or more boarders and which is NOT classified as a “dwelling unit” or multiple-unit building such as an apartment building. The property owner does not have to occupy the building to qualify it as a boarding house. Every boarding house must either currently have or obtain a “Certificate of Occupancy (C.O.)” from the City. Getting this certificate requires that the building meet the City Land Use (zoning) Code and City building regulations. To determine in which zoning district a property is located and for other details about boarding houses, contact the Zoning at 416-2745; or go online to [www.fcgov.com/currentplanning/submittals.php](http://www.fcgov.com/currentplanning/submittals.php) for application instructions, the on-line zoning map, zoning and building code criteria, and other approval requirements.

**What can I do if I find out my home is not properly zoned as a rental?**

Not all units offered as rental housing are legally permitted to be used for that purpose. Sometimes single-family houses are illegally converted into rental units, without the City’s approval. The City does not allow certain types of units, in certain types of neighborhoods, to be used as rentals, due to concerns with tenant safety and area zoning restrictions. If you feel your rental unit is not a legally-conforming premise, you should first check with the City’s Building Department: 221-6670. If the unit is not currently permitted to be a rental, the City will contact the property owner to either:

- a. Apply for the proper permits and get the structure into voluntary Building Code compliance, by a specified date; or
- b. Cease using the unit as a rental, or risk having the
C.O. pulled permanently.

**Signs that your house may not be legally permitted as a rental:**

- No separate addresses for units in the same building
- No separate heating/air controls in units in a shared building
- Small or non-existent windows in basement units
- The kitchen and/or bathroom is shared between households occupying the same building
- Your landlord does not want you to contact the City for a building inspection

*Note: Just because the City deems a current rental unit unlawfully zoned or inoperable, this does not automatically nullify your lease. A lease is a private civil contract between landlord and tenant, and will have to be terminated (if appropriate) between the parties themselves.*

**Help!**

The City of Fort Collins Community Mediation Program is one option landlords and tenants have to figure out a way to get into compliance with City Codes, or to terminate an existing lease. Contact (970) 224-6022 for more information about this free and effective dispute resolution service. Mediation is a voluntary process, so both parties must agree to participate. To learn more about how mediation may assist you in resolving your landlord-tenant conflict, see www.fcgov.com/neighborhoodservices/mediation.

Professional mediators will assist you in the peaceful and permanent resolution of your dispute, utilizing a process of open communication and compromise. Mediation agreements are legally binding.

**Frequently Asked Questions about Repair and Maintenance on Rental Properties**

1. **I live in a basement apartment and the thermostat for the entire house is located in the upstairs unit. My unit is always cold and I cannot control the heat. Is this legal?**

   No. In Fort Collins, all separate rental units, including upstairs/downstairs arrangements, shall have separate controls for heating regulation. All units shall have separate forced air heating systems or be provided with a closed system such as base board electric or hot water heating that can be controlled by each tenant. Each tenant shall be able to access his or her own electrical controls.
2. **My roof, and sometimes my basement, leak whenever it rains. My landlord refuses to fix it. Help!**

   Local building regulations in Fort Collins require every building shall be weather protected to provide shelter for the occupants against the elements and to exclude dampness. If the property owner does not fix the situation within a reasonable time, you can call Building & Zoning at 416-2618 to set up an inspection of the premises.

3. **This has been a cold winter and the heating system in my apartment isn’t working properly. Is there a standard for what is an appropriate level of heat?**

   City ordinance requires all habitable rooms to be provided with permanent heating facilities capable of maintaining a room temperature of 60 degrees at a space measured 3 feet above the floor and 3 feet from an exterior wall.

4. **My landlord comes in to my duplex and fixes things while I’m not home. He doesn’t give me any notice and I don’t like him being in my house while I’m away. Can s/he do this?**

   It depends. Many leases have language describing how repairs - and entry into your rental unit - will occur. If the lease does not mention it, it is assumed in Colorado that the property owner may enter the premises for maintenance at any time s/he desires. If this bothers you, you may want to ask for written notice prior to entry. Get any agreement in writing.

5. **Our toilet has been leaking and the landlord is taking a long time to fix it. I’m afraid the damage to the bathroom will charged against my security deposit. What can I do?**

   At minimum, state your concerns in writing and submit it to the landlord. If desired, you may also want to take pictures of the damage from the leaking toilet. City of Fort Collins ordinance requires that all plumbing fixtures be in good working order, and any interior work be completed by a licensed contractor. Call Building Services at 221-6670 if your landlord does not take care of the problem in a reasonable amount of time.

6. **Several of the electrical outlets in my rental house don’t work. I’m having a hard time getting the property manager to send over an electrician. Should I hire my own?**

   It is the responsibility of the property owner and/or manger to maintain all electrical outlets in a safe manner, in accordance with the City of Fort Collins Electrical Code.
7. **My landlord is putting a new roof on my rental house, and I feel he is doing a poor job. Shouldn’t he have a professional helping him?**

   Landlords are not permitted to do any work requiring a permit (major repairs, alterations, or projects). A private contractor must be hired to complete these repairs. Call Building Services at 221-6670 for a list of home improvement projects requiring a permit.

8. **There is a strange black mold growing in my basement laundry room. I’ve tried to keep it dry down there but the mold keeps coming back. Is this dangerous?**

   Possibly. If you have a persistent black mold, you could be at risk of ingesting noxious spores. Call Building Services at 221-6670 or the Larimer County Health Dept. at 498-6775 for assistance.

9. **I smell gas in my apartment. What should I do?**

   If you smell gas, the first thing you should do is open a window and leave the building. Call Xcel Energy at 1-800-772-7858 and report a gas leak. Xcel will dispatch a repair crew immediately. If you’re suspicious of a gas leak, you might also want to purchase a home carbon monoxide testing kit.

10. **My bedroom is in the basement and doesn’t get any natural light. I’ve heard all bedrooms are supposed to have a window. Is this true?**

    All habitable rooms shall have either an approved egress window (size requirements vary depending on when the house was made into a rental unit) or a direct exit for emergency use. Call 221-6670 if you feel there is a violation of City code. Sometimes a lack of windows can indicate an illegally-converted dwelling unit. See page 22 for more information about zoning regulations.

11. **There is a big pile of branches and leaves in the alley next to my rental house. I was told by the City that I’d have to remove them or be ticketed for a nuisance violation. Shouldn’t my landlord be responsible for moving the branches if the house belongs to him/her?**

    According to City ordinance, any premise with an accumulation of weeds, vegetation, junk, combustible materials, etc. can be considered a risk to health and safety and can be declared a nuisance. The property owner is ultimately responsible for disposing of the hazard. Call Neighborhood Services for more information, 224-6046.

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To request a rental housing inspection in Fort Collins, call Building Services at (970) 221-6670.
Neighborhood Nuisance Codes

Landlords and tenants should be well-versed in local ordinances designed to protect the health, safety, and quality of life of all Fort Collins residents. Below is a list of the most commonly-violated neighborhood nuisance codes. Landlords may want to provide copies of this information to tenants upon lease signing, and/or incorporate compliance requirements into a written lease or House Rules.

- **Noise and nuisance gatherings** are a major issue in Fort Collins neighborhoods. Section 20-22 of the Fort Collins Municipal Code gives peace officers the right to make a “prima facie” determination as to whether or not noise is unreasonable, taking into account the time of the complaint, the type of the alleged noise disturbance, the type of neighborhood and the likelihood that the violation will continue. Fines for noise violations can be as much as $1000 (or six months in jail), so it’s in everyone’s best interest to keep an ear out for noise problems. Residents are encouraged to talk with their neighbors prior to having a gathering that could disturb others. Generally, if you can hear the noise from the property line (i.e. the sidewalk), it’s too loud. If you’re having a party that is getting out of control, call the police for assistance. If you call before a neighbor reports a noise complaint, you will likely not receive a noise violation summons, depending on the circumstances. If a police officer comes to your door to speak with you about a noise complaint, do yourself a favor and be polite. It could pay off for you when the officer makes notations on the back of the noise ticket. Cooperation is the goal!

- **Weeds and grasses** cannot exceed a height of 6 inches in yards and alleys or 12 inches in fields or undeveloped lots. Noxious weeds are prohibited in all areas, as they are easily spread through the air and underground. For a list of prohibited weeds, see: www.cwma.org/weed.htm.

- Accumulations of **rubbish** such as vehicle parts, appliances, discarded household items, trash, branches and yard waste cannot be stored on your property (must be properly disposed of).

- **No furniture** designed and manufactured for indoor use can be placed in your yard, on an unenclosed porch/patio, or on the roof. These items can be a health or safety hazard, as well as an attractive nuisance for people and animals to disturb.

- **The unscreened storage** of materials not customarily stored outdoors in residential neighborhoods is restricted, including but not limited to: tires, construction materials, and household items. Broken toys and other miscellaneous house/yard debris must be shielded from public view or disposed of.
- **Motor vehicles** may be parked on any part of the property as long as the surface is improved with a material such as gravel, rock, concrete or asphalt and bordered to define the parking area. **Only 40% of the front yard may be improved unless on street parking is not allowed.** Parking in front of a neighbor’s house is not illegal, although it can be very irritating. Try to avoid it, if possible. Also be sure to park facing the right direction, and not blocking any sidewalk or driveway. For cul-de-sac residents, parking “nose-in” is unlawful. Police respond to parking problems on a complaint basis.

- Everyone is required to **shovel the public sidewalk** adjacent to their property within 24 hours after the snowfall ends. If the sidewalk is not **completely** cleared of snow and ice and the City removes the hazard by shoveling or applying ice melt, the owner will be assessed a substantial cost.

- **Inoperable motor vehicles**, including those not currently licensed, cannot be stored on private property for more than 30 days unless they are screened from public view. Fabric car covers or tarps are not considered sufficient for screening.

- **Trash** must be stored in metal or plastic cans with tight fitting lids or in sealed plastic bags. Trash containers must be stored where they are not visible from the street and placed out for collection no earlier than 12 hours before scheduled pickup. They cannot remain there for more than 12 hours after pickup. Containers cannot be placed on the street or sidewalk where they will interfere with pedestrians, bicycles and vehicles.

- There are no limits on the number of domestic pets a household can own. However, there are other violations which would demonstrate a violation of the "limit" law. The law states that “In no event shall any person keep more pet animals than can be properly maintained in a healthy condition without presenting a health or safety hazard to the owners, keeper or others and without constituting a nuisance to the occupants of neighboring properties.” This means that the number of animals a particular property houses is directly correlated with the degree of potential problems, such as odor, sanitation, and health and safety issues for the animals and surrounding properties.

- **All dogs and cats within the City limits must be licensed** yearly through the Larimer Humane Society. Failure to properly license your pet can result in a Municipal fine if the animal is impounded. Licensure requires proof of a rabies vaccination. License tags should be worn by the animal, along with an identifying tag.

- Fort Collins has a strictly-enforced **leash law for dogs, cats, and other permitted domestic animals.** These animals must be kept
on a leash if they are not confined to a fenced yard or designated dog park. This includes neighborhood parks and natural areas, and alleyways and school yards. The purpose of the “leash law” is to protect both the pet and the public. Just because your dog has never bitten anyone or any other animal doesn’t mean he won’t, if given the right circumstances. Holding the leash while your loose dog walks alongside of you is also prohibited: **all animals must be physically restrained when in public.** The ordinance also requires that all fences intended to confine an animal must be **secure and in good repair.** It is not unlawful to chain a dog in a yard, but is not recommended by the Humane Society of the United States. A Public Nuisance could be declared if any owner or keeper fails to exercise proper care and control of his/her animal which causes a safety or health hazard, damages or destroys the property of another or creates offensive odors which materially interfere with or disrupt another person in the conduct of lawful activities at such person’s home.

- **Barking/howling dogs** can be an irritant in a neighborhood setting. While it is important to understand that dogs bark incessantly for specific reasons (boredom, anxiety, fear, etc.), it is unlawful to allow this behavior to negatively impact others. Sec. 4-94, Animal disturbance of peace and quiet prohibited, states that “No owner or keeper of an animal shall permit such animal to make unreasonable noise or disturb the peace and quiet of any person by barking, whining, howling, yowling, squawking or making any other noise in an excessive, continuous or untimely fashion. For purposes of this Section, unreasonable noise shall mean “any sound of such level and duration as to be, or tend to be, injurious to human health or welfare, or which would unreasonably interfere with the enjoyment of life or property.” Animal Control Officers will respond to noise disturbances when a citizen makes a formal complaint through the Larimer Humane Society, 226-3647. Anonymous complaints are not permitted.

- Some neighbors get very concerned when they feel **someone is not taking care of their pet.** This is an emotional and subjective issue, governed by Sec. 4-70 of the Municipal Code. Basically, all the law requires is that animal owners must provide “sufficient, good and wholesome food and water, proper shelter and protection from the weather, veterinary care (when necessary).” It is not unlawful to leave an animal outside in inclement weather so long as the animal has food, water and shelter. It is permitted to chain up a dog on private property. It IS unlawful to beat, cruelly ill-treat, torment, overload, overwork, otherwise abuse or needlessly kill an animal or cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between animals and humans. It is against the law to transport or confine an animal in or upon any vehicle in such manner as to endanger the animal’s health or life, such as leaving a dog in a hot car, even for a minute. It is also illegal to abandon an animal. The Larimer Humane Society
makes every attempt to find permanent homes for unwanted animals, if they are in adoptable condition. It is unlawful to shoot an animal, even as a form of euthanasia, within the city limits.

- The owner or keeper of any animal is responsible for the immediate removal of any feces deposited by their animal on any property, public or private, not owned or exclusively occupied by the owner or keeper. The owner or keeper of any animal shall also be responsible for the periodic removal of feces deposited by such animal on property owned or exclusively occupied by such owner or keeper so as to prevent the creation of a public nuisance. What this means is that a pet owner is responsible for picking up the waste product of his/her animal, immediately if on public property and regularly on private property, so as not to create an odor or sanitation problem for neighbors. See Section 4-71 of the Fort Collins Municipal Code for more information.

- **Dogs and cats bite** for a variety of reasons. A dog could be provoked to attack if it is scared, sick, excited, or guarding their possessions. Regardless of the reason, however, vicious animals are a serious problem in some neighborhoods. Under Section 4-96, a **vicious animal** is defined as one who “bites, claws or attempts to bite or claw any person, bites another animal or in a vicious or terrorizing manner approaches any person in an apparent attitude of attack, whether or not the attack actually happens.” It is important to report concerns about vicious animals to the Animal Control Division of the Larimer Humane Society, so they can investigate the complaint and take necessary action. Fences, which are intended as enclosures for animals, must be securely constructed, adequate for the purpose and kept in good repair. This is a legal requirement and is enforced by Animal Control on a complaint basis. There are a few exceptions to this law: when an animal attacks in self defense of its young; attacks another animal or engages in conduct reasonably calculated to provoke the animal to attack or bite; attacks someone who has unlawfully trespassed into an enclosed portion of the premises upon which the animal was lawfully kept; attacks to prevent an assault of a person; when a person attempts to stop a fight between animals, attempts to aid an injured animal, or attempts to capture the animal in the absence of the owner or keeper (with the exception of a peace officer, firefighter, animal or code enforcement officer in the performance of duties).

If you are bitten by an animal, particularly if skin has been broken, you should report it immediately to Animal Control, 226-3647. Pertinent information regarding the circumstances of the bite will be collected by APC staff, such information about the animal’s owner, the victim of the bite, and the animal itself. This also includes checking the vaccination status and condition of the animal. State, municipal and county law requires that certain animals be tested or confined for a period of time no
less than ten days from the date of the bite for purposes of rabies quarantine. This quarantine can be either at the owner’s residence, a vet clinic or the Humane Society, at the APC officer’s discretion. At the end of the quarantine period the animal is visually checked (by the officer if at home or a vet clinic, by shelter staff/vet if kept here) and released from confinement if no issues are identified. If the animal has a history of attacks, the dog could be euthanized at the expense of the owner, and municipal charges could follow.


What can I do if my neighbors don’t like me, just because I’m a renter?

Sometimes conflict occurs between homeowners and renters in a neighborhood, oftentimes because the two households do not have a good communication system developed to assist them in cooperatively resolving their dispute and/or people do not know what their legal responsibilities are as Fort Collins neighbors.

The most common types of homeowner/renter conflicts are:

- Noise and nuisance complaints
- Parking problems
- Occupancy concerns
- Animal disturbances
- Property maintenance issues
- Safety issues, such as speeding cars

Getting to know people who seem different than you can be challenging, even to the most outgoing neighbor, so here are some tips to increase understanding and tolerance amongst neighbors:

- If approaching a neighbor with a problem, do so when you’re not angry. If you assume positive intention and act respectful in your communication, it is more likely that your neighbor will be willing to hear you out and help resolve the problem.

- Watch your verbal and body language; being perceived as patronizing or irate can really damage communication. Try not to use inflammatory language that will put people on the defensive.

- Stay calm and keep your voice level even - most times people will mirror your behavior. Try to smile, if possible; offer other friendly gestures so the neighbor will remain open to hearing you out.

- Maintain a safe and respectful distance by using the Effective Communication Formula: listen openly, state what you see/hear,
reframe negative language, acknowledge the perspective of others, and tell the neighbor what you’d like to see happen.

- Prepare ahead of time. If you know there is a chronic problem or person, try to anticipate what their interests might be and go from there.

- Remember that everyone has a story, and sometimes that story is contributing to the problem. If you are willing to try and understand the other person’s perspective, you may be able to help each other resolve your individual and shared problems! And you might even make a new friend/ally in the process!

- Free and effective mediation services are provided for neighbors willing to work together to resolve shared issues. Contact the City’s Community Mediation Program for more information, 224-6022.

Bottom line is: you can teach others how to treat you. If you’re feeling ganged up against because you are a renter in a mostly owner-occupied neighborhood, try to get invested in the well-being of the area.

The old saying “if you can’t beat ’em, join ’em” seems to work well in mixed neighborhoods. Good luck!
AFFORDABLE HOUSING

By many peoples’ standards, Fort Collins is an expensive place to live. Finding a rental unit that meets the tenants’ needs, including their financial limitations, can be a challenging task. Fortunately, there is usually a surplus of rental housing available in Fort Collins, and some landlords will consider working with a prospective tenant to adjust the rent to a more affordable level. There are other landlords, property management companies, and human service agencies that specifically address low-income housing needs.

The City of Fort Collins considers the provision of housing as a basic human need, and therefore has assumed the responsibility to work towards increasing the availability of affordable housing in the community. The City annually commits $1.5 to $2 million dollars to a number of programs that specifically target affordable/attainable housing. Private citizens have access to these programs as shown in the following table, both to rent and to buy your own housing.

What is Affordable Housing?

Affordable housing is defined as that which costs no more than 30% of a family's gross monthly income for rent and utilities. Costs for mortgage, utility, taxes, interest and insurance should be no more than 38% of one's gross monthly income for housing ownership to be considered affordable. Issues of housing affordability are a matter of comparing the costs of available housing in an area with the incomes of the population of that area. According to the U.S. Dept. of Housing and Urban Development (HUD), low income persons earn less than 80% of an area's median income. Very low income persons earn 50% or less of an area's median income. The 2002 Area Median Income (AMI) for Fort Collins is $60,800 for a family of four. AMI is set by HUD.
### Affordable Programs For Citizens

<table>
<thead>
<tr>
<th>Program</th>
<th>Description</th>
<th>Contact Information</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CARE Housing</strong>&lt;br&gt;970-282-7522</td>
<td>Advocates for and provides affordable housing to low income working families, with supportive services to strengthen and empower families, and build community.</td>
<td><a href="http://www.carehousing.org">www.carehousing.org</a></td>
<td></td>
</tr>
<tr>
<td><strong>CDBG: Community Development Block Grant</strong>&lt;br&gt;970-221-6758</td>
<td>Develops neighborhoods to improve the physical, economic and social conditions of citizens below the median income for the area.</td>
<td><a href="http://www.fcgov.com/affordablehousing">www.fcgov.com/affordablehousing</a></td>
<td></td>
</tr>
<tr>
<td><strong>Colorado State University</strong>&lt;br&gt;970-491-2248</td>
<td>Provides a liaison for on- and off-campus student housing.</td>
<td><a href="http://ocssral.colostate.edu">http://ocssral.colostate.edu</a></td>
<td></td>
</tr>
<tr>
<td><strong>Consumer Credit Counseling Service</strong>&lt;br&gt;970-229-0695</td>
<td>Provides first-time home buyer classes and provides housing counseling assistance through many programs like the Financial Counseling Program that helps families prevent and resolve financial problems and learn money management skills.</td>
<td><a href="http://www.cccsnc.org">www.cccsnc.org</a></td>
<td></td>
</tr>
<tr>
<td><strong>Fort Collins Housing Authority</strong>&lt;br&gt;970-416-2910</td>
<td>Secures public and private sector funds to develop, manage and administer affordable housing for low income families within the corporate limits of Fort Collins.</td>
<td><a href="http://www.fcgov.com/housingauthority">www.fcgov.com/housingauthority</a></td>
<td></td>
</tr>
<tr>
<td><strong>Habitat for Humanity</strong>&lt;br&gt;970-223-4522</td>
<td>Eliminates substandard housing and homelessness by making adequate, affordable shelter a matter of conscience and action. Families contribute toward construction.</td>
<td><a href="http://www.fortcollinshabitat">www.fortcollinshabitat</a></td>
<td></td>
</tr>
<tr>
<td><strong>HOME Program</strong>&lt;br&gt;970-221-6758</td>
<td>Provides funding to developers (both for and non-profit) for the creation and rehabilitation of affordable rental housing and creation of new affordable owner-occupied housing.</td>
<td><a href="http://www.fcgov.com/affordablehousing">www.fcgov.com/affordablehousing</a></td>
<td></td>
</tr>
<tr>
<td><strong>Home Buyer Assistance Program</strong>&lt;br&gt;970-221-6758</td>
<td>Provides funds to income-eligible households for down payment and closing costs to purchase a home.</td>
<td><a href="http://www.fcgov.com/affordablehousing">www.fcgov.com/affordablehousing</a></td>
<td></td>
</tr>
<tr>
<td><strong>Neighbor to Neighbor</strong>&lt;br&gt;970-484-7498</td>
<td>Empowers people and provides housing opportunities through education, advocacy, counseling and partnering with the community.</td>
<td><a href="http://www.n2n.org">www.n2n.org</a></td>
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</tbody>
</table>
ROOMMATES

Living Arrangements

1. Who will you be living with? Selecting a roommate is very important. Getting stuck with the wrong person can have a very negative impact on one’s quality of life. Issues such as cleanliness, household chores, stay-over guests and how to split up household bills can be contentious if not addressed with all the roommates at the beginning of a lease term. Whether it’s your best friend from middle school or a perfect stranger, it is suggested that all occupants discuss and sign a roommate agreement, spelling out the responsibilities of all tenants.

2. Understand your legal obligations. In Colorado, tenants on the same lease are bound by “Joint and Several Liability,” which means that if one roommate moves out, the remaining roommates are legally responsible for that person’s share of the rent and any damages. This can be a very difficult situation for roommates. If one tenant has to move out before the end of a lease term, it is advisable to work out a fair plan for replacing the outgoing tenant, to minimize financial hardships on the remaining residents. Roommates, who “bail” out of the lease early without an agreed-upon exit strategy, could be sued by the remaining tenants for unpaid rent and related bills, for the duration of lease term. If tenants need help, they can take advantage of free City mediation services, 224-6022.

3. Do all the roommates understand the City’s occupancy limits? In most residential zones, it is prohibited for more than three unrelated adults to live within the same dwelling unit. If a rental unit is unlawfully over-occupied and a neighbor makes a complaint to the City, one or more tenants may have to move out without much notice. Avoid this problem altogether by complying with local occupancy standards.

Suggestions for Avoiding Roommate Disputes

Many roommates enter into their living-together relationships with high hopes and positive, yet sometimes naïve, expectations. Especially in situations where roommates are also friends, they believe that everything will go smoothly and that all they need is “understanding” between them. However, people change; circumstances change; issues that didn’t used to matter suddenly become important when sharing an intimate living space. Despite the best of intentions, best friends do not always make the best roommates!

A large number of housing disputes involve roommate problems. Issues include sharing bills and household responsibilities, division of security deposits, and early vacancy of one or more residents. The following are some suggestions to help prevent roommate disputes. It may not be as fun to start off a new tenancy with a discussion about ground rules, but
getting some agreement in writing at the beginning of a new lease is good insurance that the roommate relationship will be successful. These suggestions are based on past experience and common sense. These suggestions are not mandated by law, nor are they intended to be a substitute for legal advice. A sample Roommate Agreement is included in this handbook.

It is wise to treat the mechanics of house sharing as a business relationship, in order to protect important personal relationships.

**Forming a New Household**

Often the basis of disputes is a lack of good communication or a mismatch of expectations between roommates. To minimize misconceptions and false expectations, it is recommended:

- That potential roommates thoroughly discuss with each other the needs, expectations, and general ground rules that they wish to establish in a shared household prior to moving in together and signing a lease. This applies equally to a situation where a new roommate moves into an established household.

- That roommates draw up and **sign** a roommate agreement which spells out their rights and obligations to each other, including:
  
  c. Date of agreement  
  d. Names of roommates  
  e. Address of property  
  f. Portion of rent and utilities to be paid by each roommate  
  g. Total amount of security deposit paid and portion of that deposit paid by each roommate  
  h. Agreement that each roommate will pay for damages caused by him/her or his/her guests  
  i. Agreement that each roommate, if s/he needs to move out prior to the end of the lease term, will continue to pay his/her share of the rent for a certain period of time unless s/he obtains the permission of the landlord and replaces themselves with another tenant acceptable to the other roommates  
  j. Who will find, interview, and decide on new roommate  
  k. Agreement that each roommate will pay a specific share of the cost of any repairs, improvements or other costs incurred in the operations of the household  
  l. Any other agreements roommates think are appropriate  
  m. Signatures of all roommates.
Changing Roommates

One of the most common problems for roommates occurs when one person in a household needs to move out before the end of the lease. When this happens, great care is needed to minimize confusion and to avoid incurring additional liabilities. **Any tenant who has signed the lease is responsible for the rent for the entire duration of the lease whether s/he lives in the premises or not.** If more than one person has signed the lease, each person individually and all persons collectively are responsible for paying the rent in full. If one roommate moves out and does not pay his/her share of the rent, the other roommates must pay the rent in full, or they could be subject to eviction for nonpayment of rent. Those roommates must then look to the nonpaying roommate for the rent they paid on his/her behalf.

The following are a list of procedures for departing roommates that will help prevent problems.

A roommate who is planning to move before the end of the lease term should:

- Talk to the other roommates about his/her intention to move.
- Read the lease to see how the lease will affect his/her decision:
  - Is subletting/assignment prohibited?
  - Is the permission of the landlord required before the tenant can sublet or assign? Does permission have to be in writing?
  - Are there any special conditions that must be met?
  - Is there a restriction that only those persons named in the lease can occupy the premises?

**Remember: mediation is an option for roommates facing an early move-out situation. Call 224-6022 for help!**

House Rules

While leases generally contain language about the legal obligations of landlords and tenants, such as when and how much rent is due, who will take care of which maintenance responsibilities, etc., House Rules can be used as a behavioral guide, spelling out appropriate behavioral expectations for tenants residing in a particular rental unit. House Rules can be helpful in a variety of ways. For one, House Rules can help all the roommates “get on the same page” in terms of what sorts of behaviors are permissible, and what can be grounds for eviction. This can minimize conflict between roommates, if expectations are discussed at the onset of a new lease term. Additionally, House Rules can be helpful in dealing with
neighbors, who expect a certain level of maturity and civic responsibility from all neighborhood residents, renters included. By having strong House Rules, landlords can better assure neighbors that the behavior of their tenants will not cause undue harm to the surrounding area. Finally, House Rules can outline consequences for unreasonable behavior. In some cases, landlords opt to fine tenants for breaches of both the lease and House Rules, both of which are legally binding documents if signed by all parties. Usually, House Rules are added as lease addendums.

Below are some examples of clauses a landlord could include in House Rules. These are meant to be used as a guide, and should not be substituted for professional legal counsel. Whenever possible, landlords (and tenants) should have their legal paperwork reviewed by a qualified professional. Issues to consider incorporating into House Rules:

**Animals** - Only those pets listed in the lease are permitted on the premises, and those animals must be licensed and properly restrained at all times. No visiting animals are permitted. All local and state laws must be followed in relation to the care and maintenance of animals, such as: picking up animal waste in a timely manner, keeping dogs and cats restrained within the property boundary, and the prohibition of chronic barking dog disturbances. No aquatic animals or reptiles requiring more than a 10-gallon tank are permitted.

**Automobiles** - Only those vehicles belonging to tenants and current guests may be parked on or around the property. Vehicle maintenance on the premises is not allowed, unless it is an emergency. Leaking fluids should not run onto property. All vehicles must be properly licensed, insured, and operable, or will be tagged and towed at the owner’s expense. No automobile shall be parked along any unimproved surface, and all vehicles must be parked legally in the space provided or along the street in front of the house. Vehicles shall not be parked over a sidewalk.

**Drugs** - Illegal use, sale or distribution of drugs in or around this rental property is strictly prohibited.

**Alcohol** - Consumption of alcoholic beverages is permitted only for tenants who are 21 years of age or older, and never within the view of the public (i.e. front porch). Kegs are prohibited.

**Criminal Activity** - No criminal activity of any kind, including but not limited to, stealing, voyeurism, drug dealing, gang activity, disturbing the peace, public intoxication, aiding and abetting a minor, harboring a fugitive, harassment, prostitution, is allowed on the property.

**Courtesy and respect** - Profane, obscene, or boisterous language and/or conduct is strictly prohibited. Tenants will not annoy, harass, embarrass, or inconvenience any other tenants or neighbors with inappropriate, lewd, or inflammatory behaviors. This includes public indecency/exposure, and the excretion of bodily waste in a common or public area.
**Garage Sales** - Tenants are permitted to have one yard/garage sale per lease cycle, so long as all materials and items for sale are disposed of or stored properly within 12 hours after the end of the sale.

**Grounds Maintenance** - Tenants are responsible for watering the lawn and garden as needed, or, at minimum, 2 times/week. A hose and sprinkler has been provided by the landlord. Tenants will keep the grounds free of litter and debris, including: cigarette butts, cans, other rubbish, newspapers, loose and bagged leaves, furniture, bicycles, and animal waste. Tenant will mow lawn 2 times/month and will not allow weeds and grasses to grow over a height of 6 inches. All sidewalk snow must be removed within 24 hours after it stops snowing.

**Guests** - Guests are the responsibility of the tenant. All such persons must adhere to the same rules and lease terms of the tenants. Failure of guests to abide by these terms can result in the eviction of the tenant. Guests are not permitted to stay more than ___ consecutive days, unless landlord agrees to a longer stay.

**Inspections** - Landlord will make regular inspections of both the interior and exterior of the property. Landlord will provide tenant with notice to inspect 24 hours in advance, either in writing or by telephone.

**Noise disturbances** - Noise, music, barking dogs and/or other loud sound is not permitted at any time that will disturb the quiet enjoyment of other occupants or nearby neighbors. If tenants receive a conviction for a noise-related offense within the City of Fort Collins, the landlord reserves the right to evict the tenant. No live music is permitted.

**Parties** - If tenants choose to have a party, the gathering should be kept small and inside closed doors. If alcohol is being served, tenants and guests must be 21 years of age or older, and the number of guests will be limited to (#) per tenant. Any exceptions must be approved by the landlord at least 24 hours prior to the event. If tenants receive a summons for unreasonable noise, nuisance gathering, or unlawful riot, landlord may evict tenant upon conviction. Tenants should make every effort to minimize behavioral impacts on neighbors.

**Signs** - Tenants are permitted to display political signs one month prior to an election, so long as the signs are not discriminatory or otherwise offensive to public decency. No advertisement signs are allowed on the property that can be seen from public view (i.e. beer signs). Political signs must be removed within one week after an election.

**Smoking** - Smoking is strictly prohibited inside the house and garage. Tenants who smoke outdoors are required to pick up all cigarette butts, or will be assessed a fine of $___ per butt.

**Snow** - It is the tenants’ responsibility to remove all snow and ice within 24 hours after a snow storm has ended, using the shovel and ice melt provided by the landlord. The property includes the sidewalk in front of
the house, and the front walk. If the City of Fort Collins has to remove snow from the property, the tenant will be billed for the expense. More than one violation of this law can result in eviction.

**Pests** - Landlord will arrange for and pay necessary pest extermination costs, should a problem arise. Tenants are required to get the property adequately prepared for professional extermination services by taking the proper precautions to safeguard the safety of all inhabitants and personal belongings.

**Subletting** - No subletting is allowed, unless the landlord agrees in writing to replace one tenant with another. This will only be considered in emergency situations.

**Termination** - The lease states the terms of occupancy. To avoid holding over a tenancy after the lease expires, 30 days written notice is required prior to the end of the lease term. This can be submitted by the landlord, tenant, or both. Failure to provide written termination will hold over the tenant to another month tenancy, also requiring written notice to terminate 10 days before the end of the month.

**Trash** - Trash service is required at this rental property, at the expense of the tenant. All rubbish must be properly bagged/discarded, placed neatly on the curb on the day of trash pick-up.

**Violation of any House Rules and/or written lease terms will result in:**
- First violation - *(state consequence)*
- Second violation - Termination of lease, 3-day notice to vacate. Tenant may still be bound to terms of the lease until a new tenant can be secured.

**Water beds** - No water beds are permitted in this rental unit.
FREQUENTLY ASKED RENTAL QUESTIONS

1. **I got a job in another state. Does that automatically terminate the lease?**

   No, a lease is a legal binding contract. Nothing, including moving to another state, medical conditions or even death, terminates the lease, unless the lease has a clause specifically stating that such an event will terminate the lease.

2. **I just signed a lease yesterday and today I have found a place I like better. Do I have three days to change my mind?**

   No! As soon as you signed the lease, you created a contractual agreement between you and the landlord.

3. **The landlord has not returned my security deposit, so what do I do now?**

   If you have fulfilled all requirements of the lease, you are entitled to your entire security deposit. If your landlord exceeds the time frame within which they must return the deposit, they lose the right to withhold any money at this time. They can still sue for damages. You can write a seven-day demand letter stating that if you do not receive your security deposit within seven days, you will sue them for three times the amount of money involved (treble damages). In order to receive treble damages, you must prove both willful and wrongful intent on the part of the landlord.

4. **Can my landlord just kick me out of my house?**

   If you have violated a term of your lease, there is a process that the landlord has to go through to have their tenants evicted. They first must post a three-day notice on the tenant’s door stating they must comply with the lease or move out. The tenant then has three days to comply with the term of the lease the landlord noted ("fix" the problem) or leave the premises. If the tenant remains but does not fix the problem, then the landlord must file for eviction in County Court. The tenant will be notified of the court date and then both tenant and landlord will go to court to provide their sides of the story. The judge will then rule for or against eviction. If the judge rules for eviction, the tenant must vacate the premises within 48 hours. If the tenant does not vacate within 48 hours, the landlord can call the sheriff and conduct a supervised move-out of the tenant's belongings.
5. **Is getting evicted a good way of getting out of a lease early?**

   No! If you get evicted, that eviction goes on your credit record and may make it difficult for you to rent or get any credit in the future. In addition, eviction does not release the tenant from the terms of the lease. The tenant may still be responsible for paying rent to the landlord until the landlord can re-lease the property.

6. **Can my landlords come into my apartment whenever they feel like it?**

   Generally, reasonable notice should be given unless there is an emergency. Reasonable notice is usually defined as 24 hours. However, unless it is specifically stated in the lease, there is no specific time period that the landlord must give to come into their property. This is something that the landlord and the tenant should work out together.

7. **If the landlord and the tenant do not have anything in writing, do we have any sort of lease?**

   When there is no written lease and has never been a written lease, the State of Colorado assumes a month-to-month tenancy. To terminate this type of month-to-month lease, either the tenant or the landlord must give the other ten days written notice. If an old lease has run out and a new one was never signed, the contract is automatically rolled over into a month-to-month lease. Most of the terms of the original lease will still apply, including the amount of notice either the tenant or landlord must give to end the lease, the responsibility for maintenance and repairs and the date rent is due.

8. **Who is responsible for cleaning up the property?**

   Unless specifically stated in the lease, the tenant is responsible to return the property in the state in which they found it, excluding normal wear and tear.

9. **What is normal wear and tear?**

   Normal wear and tear is generally anything that can be cleaned or that could have been prevented. Anything that occurs as part of daily living (for example, the carpet becoming more worn in places where the tenants would frequently walk) is considered normal wear and tear. Dirt or stains on the carpet and marks or nail holes in the walls are not normal wear and tear. See page 16 for Wear and Tear guide.

10. **My landlord is selling the place that I rent. Will this terminate the lease?**

    The lease is still a binding contract to the new owners unless stated otherwise in the lease.
11. **My landlords keeps saying they will fix broken things in the house but never gets around to it. Can I withhold my rent until things are fixed?**

No. The duty of the tenant to pay rent does not depend on the landlord's duty to maintain the premises. You can get evicted for not paying rent. You can negotiate with the landlord over timelines for when things will be fixed, possible compensation for the inconvenience or the fact that you have not received what you are paying rent for. If you are not comfortable with or are unable to negotiate in person or over the phone, another option is to write a letter. The letter should clearly state the problem you would like fixed, the time frame for fixing it, and any help you can provide to make that happen (i.e., when the unit will be available for repair people to get in, etc.). If the landlord is not responsive to requests for maintenance or repairs, you may want to check with an attorney or the City of Fort Collins Building Services Department (221-6760) to see if the maintenance issue falls under city housing codes.

If you have other questions or would like to speak with someone in person about a particular problem or issue, please contact the City of Fort Collins Community Mediation Program, (970) 224-6022.

The Community Mediation Program provides information on tenant/landlord, neighbor/neighbor and roommate disputes and can provide free mediation services in these areas for people who live within the city limits of Fort Collins.

Mediation program staff and volunteers do not provide legal advice; instead, they will reference this handbook as a guide for you to find the answers you are seeking, or will possibly refer you to appropriate legal alternatives.
COMMUNITY MEDIATION PROGRAM

For landlords, tenants, roommates and neighbors experiencing a variety of interpersonal disputes, there is a free and effective conflict resolution service available to residents of Fort Collins. The City of Fort Collins Community Mediation Program offers a voluntary, confidential, legally-binding settlement process to local residents seeking fair and balanced resolutions to their shared disputes, outside of the formal court system.

Mediation is an informal, compromise-driven dispute resolution process in which neutral mediators assist parties in the peaceful and permanent resolution of their shared disputes. Through mediation, underlying issues are uncovered so that suitable resolutions can be identified and implemented, benefiting all involved parties. Mediators are not attorneys or judges, and will not formulate agreements for the participants. Rather, through a process of open communication and compromise, parties together draft up the language of the binding agreement. Both parties must agree to participate before mediation can occur. Mediation should be considered whenever parties want to be in charge of their own win-win settlement, rather than relying on a judge or other authority figure to make a win-lose judgment. If you are interested in resolving your dispute through mediation, please call (970)224-6022 for information, or visit www.fcgov.com/neighborhoodservices/mediation.

Mediation can be very helpful in landlord-tenant and roommate conflicts. Page 51 has a list of common conflicts which can be resolved through mediation, with common mediated solutions. Keep in mind this is just a sample; mediation agreements can be as creative and innovative as the people drafting them. That's one of the main benefits of mediation: you, the people most affected by a conflict, are the ones who decide what the resolution will look like. In that way, mediation is a very empowering process.

Benefits of Mediation

Efficient
Mediation sessions generally take about 2 hours and are conducted at a City office.

Effective
Agreements reached through mediation have shown a 96% long-term success rate.

Empowering
Parties decide what the solution to their shared dispute will be. Mediation honors the perspectives of all parties and strives to keep the relationship between disputants intact, if that is a priority of the participants.
Informal Process
Mediation sessions are guided by professionally-trained volunteers and follow a general procedural format that allows for optimum problem-solving and communication.

Neutrality and Fairness
Mediators are impartial facilitators with no personal stake in the outcome of the mediation process; their job is to keep the parties’ attention focused on resolving their shared disputes in a timely manner.

Honesty
Each party is allowed to express their concerns and feelings in an open environment.

Confidential
Parties agree that anything said within the context of a mediation session will be confined to that setting, unless all parties agree otherwise.

Economical
Community Mediation is free of charge to Fort Collins residents.
## What sorts of Issues can be resolved through mediation?

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<thead>
<tr>
<th>Landlord-Tenant Issues</th>
<th>Possible Solutions</th>
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<td><strong>Eviction/ Late Bills</strong></td>
<td>• Correction to lease violation(s)</td>
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<td>• Payment plans developed</td>
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<td>• Voluntary lease termination</td>
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<td></td>
<td>• Agreement to terminate legal action</td>
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<tr>
<td><strong>Security Deposit</strong></td>
<td>• Damages, bills, invoices reviewed</td>
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<tr>
<td></td>
<td>• $$ settlement</td>
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<tr>
<td></td>
<td>• Payment plan adopted</td>
</tr>
<tr>
<td><strong>Roommate Disputes</strong></td>
<td>• Roommate Agreements created, outlining chores, bills, behavior</td>
</tr>
<tr>
<td></td>
<td>• Lease termination and/or buy-outs</td>
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<td></td>
<td>• Subletting arrangements</td>
</tr>
<tr>
<td></td>
<td>• Apologies exchanged</td>
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<tr>
<td><strong>Neighborhood Nuisance/ Rental Problems</strong></td>
<td>• Explanation of impacts various nuisance behaviors have on individuals and families</td>
</tr>
<tr>
<td></td>
<td>• Landlord assesses fines and/or eviction</td>
</tr>
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<td></td>
<td>• Apologies</td>
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<td></td>
<td>• Agreement to abide by City codes and neighborhood standards</td>
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<td></td>
<td>• Exchange of contact information</td>
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<tr>
<td></td>
<td>• Any of the above-mentioned neighborhood solutions</td>
</tr>
<tr>
<td><strong>Property Maintenance</strong></td>
<td>• Agreement about baseline maintenance and appearance standards</td>
</tr>
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<td>• Compliance with City Codes</td>
</tr>
<tr>
<td></td>
<td>• Determine who is responsible for what</td>
</tr>
<tr>
<td></td>
<td>• Mitigation plan and repair schedule developed</td>
</tr>
<tr>
<td></td>
<td>• Assistance resources identified</td>
</tr>
</tbody>
</table>
SAFETY TIPS - REDUCING THE OPPORTUNITY FOR CRIME

At Home

- Don’t open the door unless you know who is on the other side. Look out the window or install a peephole.
- Invest in a photo sensor for your front porch light (use a 40 watt bulb). Have light on all night long.
- Do not rely on window or door screens to keep anything out except insects.
- Make sure that all locks are working properly.
- Do not leave windows or doors unsecured (at any time).
- Trim bushes, plants, or trees away from the building, especially the windows and doors.
- Install good lighting to avoid dark shadowy areas.
- Have your house/apartment numbers visible and easy to find.
- Do not leave your vehicle unlocked in front of the house/apartment.

- Do not leave the keys in the ignition.
- Do not leave valuables visible inside your vehicle.
- Do not leave items unsecured in the front of your home (bicycles, toys, yard tools, etc.).
- If you go away for a few days, have papers picked up or stop delivery (don’t advertise your absence).
- Keep an up-to-date inventory of personal items (including description, serial numbers, & photos).
- Subscribe to Operation Identification. Mark any valuables you don’t wish to give away to a thief.
- Keep credit cards, money, firearms, & important papers in a safe place.
- Keep your garage door closed when not in use.
- All exterior doors should be solid core and/or metal (no hollow core doors).

Out & About

- Pay attention to your surroundings. Avoid being preoccupied or using tunnel vision.
- If you drive, keep your doors locked, even while driving.
- Avoid parking in poorly lit and/or remote areas.
- Don’t keep valuables visible in your vehicle.
- Avoid suspicious persons. Alter your route if necessary.
- Report any suspicious activity as soon as you can. How can the police know, if you don’t communicate?
- Look around and walk with confidence.
- Avoid being alone at night. Go out with a friend.
Safety Tips

• Don’t leave anything of value in a shopping basket or just lying around.
• If you carry a purse, keep it close to your body, not dangling at your side.
• Clean out your wallet/purse. Do you really need your checkbook, all your credit cards, social security card, etc.?
• Don’t carry any more credit cards than you are going to use on your outing.
• If you wear a fanny pack, put the pouch in the front, not the back. Use a carabineer to fasten it to a belt or belt loop.
• Be wary of strangers who just walk up to you and start a conversation (shopping, tavern, anywhere).
• Don’t offer rides to strangers and don’t accept rides from strangers.
• If you are going out & plan on drinking, don’t drink so much that you cannot take care of yourself.

Most crimes occur because of opportunity. Remove the opportunity and reduce the odds of becoming a victim!
FORMS & SAMPLES

The following pages contain sample forms for your use. These are meant to be used as a guide, and should not be substituted for professional legal counsel. Whenever possible, landlords (and tenants) should have their legal paperwork reviewed by a qualified professional.

The provided sample lease is used by many landlords in Colorado. It is meant to be a guide and should not be a substitute for a professionally-reviewed civil contract. Landlords can use this template as a starting place, filling in the blanks and adding/deleting terms not appropriate or desired for their business.
Demand for Compliance or Right to Possession Notice for Property Located in Larimer County

TO (Tenant Name): ________________________________________________________

I hereby demand that you shall, within three days of the time this notice is served upon you, either comply with the covenant stated below or deliver to the Landlord the possession of the premises identified below:

<table>
<thead>
<tr>
<th>Street Address</th>
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<tbody>
<tr>
<td>City</td>
</tr>
<tr>
<td>Subdivision</td>
</tr>
</tbody>
</table>

The covenant/condition with which you are to comply is (check one or both, as applicable)

☐ The payment to the Landlord in the sum of $______________ being past due rent and owed to the Landlord from ________________, 20 ___, to_____________________, 20____.

☐ Other covenant of the lease that is being violated is:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

The covenant/condition checked above constitutes default under the terms of the Lease, and this default entitles the Landlord to possession of the premises.

The rental for said premises is $__________________ per ___________________.

Dated: ____________________ _______________________________
Landlord/Property Manager

________________________________________________________________________
Agent or Attorney

RETURN OF SERVICE

I certify that I served this notice on _________(date), in____________(County, Colorado) by my selection below:

☐ By leaving a true copy with ______________________________________(Full Name)

☐ By posting in a conspicuous place on the premises at __________________________

Signature ________________________________________________________________
### Tenant Response to FED Action – 2 pages

<table>
<thead>
<tr>
<th>County Court County, Colorado</th>
</tr>
</thead>
<tbody>
<tr>
<td>Court Address:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Plaintiff(s):</th>
<th>v.</th>
<th>Defendant(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Attorney or Party Without Attorney (Name and Address):</th>
<th>Case Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Number:</td>
<td></td>
</tr>
<tr>
<td>FAX Number:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Atty. Reg. #:</td>
<td></td>
</tr>
<tr>
<td>Division Courtroom</td>
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</tr>
</tbody>
</table>

**ANSWER UNDER SIMPLIFIED CIVIL PROCEDURE (including counterclaim(s) and/or cross claim(s))**

The Defendant(s)

answer(s) the complaint as follows:

1. The amount of damages claimed to be due to the Plaintiff(s) by the complaint in this action is not due and owing for the following reasons:

   __________________________________________
   __________________________________________
   __________________________________________

   OR the Plaintiff(s) is/are not entitled to possession of the property and Defendant(s) is/are entitled to retain possession for the following reasons:

   __________________________________________
   __________________________________________
   __________________________________________

   OR the injunctive relief requested by the Plaintiff(s) should not be allowed for the following reasons:

   __________________________________________
   __________________________________________
   __________________________________________

   (Continued on next page)
2. *(If applicable)* the Defendant(s),

________________________________________________________________________

assert(s) the following

counterclaim(s) or setoff(s) against the Plaintiff(s) ___________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

3. *(If applicable)* the Defendant(s)

________________________________________________________________________

assert(s) the following cross claim(s) against __________________________________________________________________________

named Defendant(s) *(you are limited to the jurisdiction of the court):*

4. If a counterclaim is asserted above, you must check one of the following statements:

☐ The amount of the counterclaim *does not* exceed the jurisdiction of the court *(County Court filing fee required).*

☐ The amount of the counterclaim *does* exceed the jurisdiction of the court, but I wish to limit my recovery to the jurisdiction of the court *(County Court filing fee required).*

☐ The amount of the counterclaim *does* exceed the jurisdiction of the court, and I wish the case transferred to the District Court *(District Court filing fee required).*

5. The Defendant(s) *does (do) does (do)* not demand trial by jury *(if demand is made, Jury fee must be paid).*

**WARNING:** ALL FEES ARE NON-REFUNDABLE. IN SOME CASES, A REQUEST FOR A JURY TRIAL MAY BE DENIED PURSUANT TO LAW EVEN THOUGH A JURY FEE HAS BEEN PAID.

**Note:** All Defendants filing this answer must sign unless the answer is signed by an attorney.

__________________________
Signature of Defendant(s) *(if applicable)*

__________________________
Signature of Attorney for Defendant(s)

Address(es) of Defendant(s): ________________________________________________
________________________________________________________________________

Phone Number(s) of Defendant(s): ___________________________________________

__________________________  _________________________________
CERTIFICATE OF MAILING

I certify that a true copy of the answer was mailed, postage prepaid, to __________________________________________ (Plaintiff(s) or attorney), at __________________________________________ (address), on __________ (date).

___________________________________  _________________________________
Seven-Day Demand Letter

Date
Landlord’s Name
Address

Dear ________________________:

I (We) lived at _________________________________ from __________________ until _________________. I(We) paid $________________ security deposit at the beginning of the lease. You withheld $______________ from that deposit. (Optional: I(We) advertised for and provided you with a new tenant who moved in immediately after we moved out). (Optional: You itemized deductions that were not “beyond normal wear and tear” as specified by state law. Specifically you deducted $_________ for 1. ________________, 2. ________________, 3. ________________). We disagree with the/these charges, for these reasons: ________, ________, _________.

Notice is hereby given that the undersigned intend to file legal proceedings against you, due to the wrongful and willful retention of $ _______________ of my (our) security deposit. If I (we) do not receive $__________ within seven days of your receipt of this letter, I (we) will sue for treble damages $ ___________ plus court costs and attorney’s fees (if incurred) pursuant to Colorado State law.

If you would like to reach a settlement through no-cost mediation, please contact the Community Mediation Program at 970-224-6022.

Sincerely,

______________________
Tenant’s Name
Address
OCCUPANCY LIMITS DISCLOSURE STATEMENT FOR PROPERTY LEASE

The City of Fort Collins Code requires that any person selling or leasing a home, apartment or other dwelling unit must inform the buyer or renter about the maximum number of people who, by law, are allowed to occupy that home. All parties must sign where indicated below.

Until January 1, 2007, the maximum permissible occupancy of this dwelling unit is:

1. any number of persons related by blood, marriage, adoption, guardianship or duly authorized custodial relationship; or
2. any unrelated group of persons consisting of not more than 3 persons or not more than 2 unrelated adults and their related children, if any.

After January 1, 2007, the maximum permissible occupancy of this dwelling unit is:

1. one (1) family (related by blood, marriage, adoption) and not more than one (1) additional person; or

2. two (2) adults and their dependents, if any, and not more than one (1) additional person.

Date: _____________  Property Address:_____________________________________
Property Owner Name(s):  ________________________________________________
Property Owner Signature(s):______________________________________________

Tenant Name: _________________ Signature:____________________
Phone:_________________

Tenant Name:_________________ Signature:____________________
Phone:__________________

Tenant Name:_________________ Signature:____________________
Phone:__________________

* It is recommended that you attach this form to your lease.*
If requested by the City during an investigation, you are required to provide this fully executed disclosure statement to the City pursuant to City Code Section 5 264. Failure to retain the statement is a civil infraction punishable by a fine of not more than $1000, in addition to any costs, fees or surcharges assessed by a court or referee.
Roommate Agreement – 2 pages  
(Adapted from CSU’s Off-Campus Student Services materials)

This agreement made on the _______________ day of ___________________, 200___, 
is a contract between: _________________________________________________, and 
_____________________________, and _______________________ (names of tenants) 
and spells out the rights and responsibilities each tenant has to one another and the 
property owner for the lease term lasting from _______________________________ to 
____________________________, 200___.  All tenants understand this document and 
have signed it in good faith. A security deposit of $______________________ was paid to 
______________________________, owner/manager of the property. Each tenant paid 
$__________________.

Tenants agree to the following conditions (by initialing in one box by each condition):

1. We agree to follow the rules and conditions explained in the lease.
2. Each roommate agrees to pay ______% of these expenses:
   - Rent ($/month)
   - Electricity/water
   - Gas
   - Cable
   - Phone
   - Internet
   - General maintenance and upkeep
   - Damages not due to negligence of any identified person
   - Groceries
   - Trash/recycling service
   - Other

3. Roommates agree that 1/____ of the security deposit will be paid by each 
tenant by the following date ____________________.

4. Tenants each agree to occupy the property during the entire term of the 
lease, or to continue paying his/her share of rent and bills the remainder of 
the lease unless:
   - The person at his/her own expense locates a suitable replacement 
tenant to sublet the unit; and
   - Written consent to sublet is obtained from the owner/manager of the 
property if it required in the lease.
5. Any repairs and/or improvements to the property will be paid for by all tenants and be approved in advance when _______. (terms of agreement)

6. If pets are allowed, each pet owner will be solely responsible for all pet damages.

7. We agree to these conditions (be very specific here!):
   Food:
   Cleanliness:
   Sharing of personal items:
   Smoking, drinking, drugs:
   Overnight guests:
   Privacy:
   Noise/study times:
   Security:
   Telephone:

8. If problems arise in our household, we agree to talk to each other and try to work it out when the problems occur, rather than waiting until they build up into irresolvable resentments. We agree to consider utilizing mediation services provided free by the City of Fort Collins if we are unable to work out a solution on our own.

________________________________________
Tenant Signature/Date

________________________________________
Tenant Signature/Date

________________________________________
Tenant Signature/Date
THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this ____________ day of ____________________________, 20____, by and between ________________________________________ (hereinafter referred to as "Landlord") and ______________________________________ (hereinafter referred to as "Tenant(s)").

W I T N E S E T H :

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Larimer County, Colorado, such real property having a street address of: _______________________________________ (hereinafter referred to as the "Premises").

WHEREAS, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the sum of ___ DOLLARS ($00.00), the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of ________________ [specify number of months or years], such term beginning on ________________, and ending at 12:00 midnight on ________________.

2. RENT. The total rent for the term hereof is the sum of ___________________________ DOLLARS ($_________) payable on the ______ day of each month of the term, in equal installments of ___________________________ DOLLARS ($_________) first and last installments to be paid upon the due execution of this Agreement, the second installment to be paid on ________________. All such payments shall be made to Landlord at Landlord’s address as set forth in the preamble to this Agreement on or before the due date and without demand.

3. DAMAGE DEPOSIT. Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of ___________________________ DOLLARS ($________) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.

4. USE OF PREMISES. The Premises shall be used and occupied by Tenant and Tenant’s immediate family, consisting of __________________, __________________, __________________, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any
other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the upkeep, use, occupancy and preservation of the Premises.

5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sublet or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord shall have no liability, but the rental herein provided shall abate until possession is given. Landlord shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.

11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
   
   p. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
   
   q. Keep all windows, glass, window coverings, doors, locks and hardware in good repair;
   
   r. Not obstruct or cover the windows or doors;
   
   s. Not leave windows or doors in an open position during any inclement weather;
   
   t. Not hang any laundry from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
u. Not cause or permit any locks or hooks to be placed upon any door or window without the consent of Landlord;
v. Keep all air conditioning filters clean and free from dirt;
w. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
x. And Tenant’s family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
y. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
z. Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
aa. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. **INSPECTION OF PREMISES.** Landlord and Landlord’s agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
14. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

15. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at _______________ DOLLARS ($_______) per month and except that such tenancy shall be terminable upon ____ (number) days written notice served by either party.

16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

17. **ANIMALS.** Tenant shall be entitled to keep no more than ______ (___) domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of _______________ DOLLARS ($_______), ($_______) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.

18. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

19. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

20. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

21. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of _______________ DOLLARS ($_______).
22. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

23. **ATTORNEY FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

24. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado.

26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

31. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

32. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested. Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.
ADDITIONAL PROVISIONS; DISCLOSURES.

[Landlord should note above any disclosures about the premises that may be required under Federal or Colorado law, such as known lead-based paint hazards in the Premises. The Landlord should also disclose any flood hazards.]

As to Landlord this ______ day of ________________________, 20_____.

LANDLORD:
Sign _______________________________  Print ______________________________
Date ______________________________

As to Tenant, this ______ day of ________________________, 20_____.

TENANT ("Tenant"):
Sign _______________________________  Print ______________________________
Date ______________________________

TENANT:
Sign _______________________________  Print ______________________________
Date ______________________________

TENANT:
Sign _______________________________  Print ______________________________
Date ______________________________
## Check-In/Out Sheet – 3 pages

<table>
<thead>
<tr>
<th>Area</th>
<th>Move in</th>
<th>Move out</th>
<th>Cost/notes</th>
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<tbody>
<tr>
<td>Entrance Area</td>
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<tr>
<td>Doors/screens</td>
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<td>Locks/keys/mailbox</td>
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<td>Light switches</td>
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<td>Closet</td>
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<td>Other</td>
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<td>Floors/carpet</td>
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<td>Lights</td>
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<td>Windows and screens</td>
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<td>Window coverings</td>
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<td>Door</td>
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<td>Heating outlets/vents</td>
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<td>Thermostat/other heating sources</td>
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<td>Kitchen</td>
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<td>Door/lock</td>
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**Check-in date**  
Tenant #1 signature  
Tenant #2 signature  
Tenant #3 signature  
Manager/owner signature  
Date  

**Check-out date**  
Tenant #1 signature  
Tenant #2 signature  
Tenant #3 signature  
Manager/owner signature  
Date  

**Note:** Tenant and Landlord may want to photograph any damages to the property
prior to moving in and at the check-out time. Check-in sheets should be kept by both landlord and tenant.