

First Regular Session  
Seventy-third General Assembly  
STATE OF COLORADO

DRAFT  
2.15.21

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LLS NO. 21-0625.01 Richard Sweetman x4333

HOUSE BILL

HOUSE SPONSORSHIP

Woodrow,

SENATE SPONSORSHIP

(None),

**BILL TOPIC:** "Emergency COVID Housing Relief Tenants Landlords"

**DEADLINES:** Finalize by: FEB 24, 2021 File by: MAR 2, 2021

A BILL FOR AN ACT

101 CONCERNING TEMPORARY EMERGENCY MEASURES TO ALLOW PERSONS  
102 WHO HAVE EXPERIENCED FINANCIAL HARDSHIP AS A RESULT OF THE  
103 COVID-19 PANDEMIC TO KEEP THEIR RESIDENCES.

Bill Summary

*(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)*

The bill establishes temporary emergency measures to assist tenants and landlords who have experienced a financial hardship as a result of the COVID-19 pandemic, as follows:

Until January 1, 2022, a tenant who has experienced a financial hardship

*Capital letters or bold & italic numbers indicate new material to be added to existing statute.  
Dashes through the words indicate deletions from existing statute.*

as a result of the COVID-19 pandemic (financial hardship) may provide the tenant's landlord a sworn declaration attesting to such fact. A landlord that receives such a sworn declaration shall not:

- Initiate or proceed with any action to evict the tenant unless the eviction is necessary to protect the health and safety of other tenants or the tenant has committed substantial violations; or
- Charge the tenant a late fee.

Until July 1, 2022, a property owner who is a landlord and has experienced a financial hardship may provide the public trustee of a county a sworn declaration attesting to such fact. A public trustee that receives such a sworn declaration shall not take any of certain actions relating to the statutory foreclosure process that concern the property owner for a period of at least 120 days.

Starting on January 1, 2022, and until July 1, 2022, if a landlord commences an action against a tenant in response to the tenant's failure to timely pay rent, the court, before entering any judgment or issuing any writ of restitution, must require the landlord to plead and prove certain facts by a preponderance of the evidence.

Starting on January 1, 2022, and until July 1, 2022, a landlord that receives a sworn declaration from a tenant may not initiate or proceed with an action to evict the tenant unless the landlord serves a notice demanding possession of the premises and 120 days elapse after such service. This restriction does not apply if:

- The eviction of the tenant is necessary to protect the health and safety of one or more other tenants;
- The tenant has committed one or more substantial violations; or
- The action is premised in whole or in part on the tenant's nonpayment of rent.

In any forcible entry and detainer action on and after January 1, 2022, and until July 1, 2022, at the request of any party, the court shall grant an automatic stay of the proceedings, which stay must be at least 90 days.

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*1 Be it enacted by the General Assembly of the State of Colorado:*

**2 SECTION 1. Legislative declaration.** (1) The general assembly  
*3 hereby finds and determines that:*

*4 (a) The COVID-19 pandemic that spread to Colorado in February of*  
*5 2020 has led to extensive job losses throughout the state, where, as of [redacted],*  
*6 2021, more than [redacted] claims for state and federal unemployment assistance have*  
*7 been filed since March 1, 2020, and many Coloradans have experienced a*

1 significant decline in their household incomes;

2 (b) Many tenants and mortgagors throughout the state have experienced  
3 the loss of jobs and incomes and require assistance with rent and mortgage  
4 payments;

5 (c) There exists a backlog in the courts due to the COVID-19 pandemic,  
6 and an excess of forcible entry and detainer filings could threaten to increase  
7 the present judicial backlog; and

8 (d) Ensuring that people remain in their homes by paying rent or  
9 mortgages will keep more people from becoming homeless and allow those  
10 individuals and families to remain in safe environments during the COVID-19  
11 pandemic.

12 (2) The general assembly declares that this act is temporarily necessary  
13 to help Coloradans remain in their homes during the COVID-19 pandemic.

14 **SECTION 2.** In Colorado Revised Statutes, **add** 13-40-128 as  
15 follows:

16 **13-40-128. COVID-19 emergency relief for tenants - declarations**  
17 **of financial hardship - restrictions on actions - late fees prohibited -**

18 **required showings - definitions - repeal.** (1) NOTWITHSTANDING ANY  
19 PROVISION OF THIS ARTICLE 40 TO THE CONTRARY, ON AND AFTER THE  
20 EFFECTIVE DATE OF THIS SECTION AND UNTIL **THE EXPIRATION OF THE CDC**  
21 **EVICTION MORATORIUM JANUARY 1, 2022**, A TENANT WHO HAS EXPERIENCED  
22 A FINANCIAL HARDSHIP AS A RESULT OF THE COVID-19 PANDEMIC MAY  
23 PROVIDE THE TENANT’S LANDLORD A SWORN DECLARATION ATTESTING TO:

24 **(a) THE TENANT HAS USED BEST EFFORTS TO OBTAIN ALL AVAILABLE**  
25 **GOVERNMENT ASSISTANCE FOR RENT OR HOUSING;**

26 **(b) THE TENANT EXPECTS TO EARN NO MORE THAN \$99,000 IN ANNUAL**  
27 **INCOME FOR CALENDAR YEAR 2020-2021 (OR NO MORE THAN \$198,000 IF FILING**  
28 **A JOINT TAX RETURN);**

29 **(c) THE TENANT WAS UNABLE TO PAY THE FULL RENT OR MAKE A FULL**  
30 **HOUSING PAYMENT DUE TO SUBSTANTIAL LOSS OF HOUSEHOLD INCOME, LOSS**  
31 **OF COMPENSABLE HOURS OF WORK OR WAGES, LAY-OFFS, OR EXTRAORDINARY**  
32 **OUT-OF-POCKET MEDICAL EXPENSES;**

33 **(d) THE TENANT IS USING BEST EFFORTS TO MAKE TIMELY PARTIAL**  
34 **PAYMENTS THAT ARE AS CLOSE TO THE FULL PAYMENT AS THE INDIVIDUAL’S**  
35 **CIRCUMSTANCES MAY PERMIT, TAKING INTO ACCOUNT OTHER NONDISCRETIONARY**  
36 **EXPENSES;**

37 **SUCH FACT: A LANDLORD THAT RECEIVES SUCH A SWORN DECLARATION FROM A**

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1 TENANT SHALL NOT:  
2 (a) COMMENCE OR PROCEED WITH AN ACTION TO EVICT THE TENANT  
3 PURSUANT TO THIS ARTICLE 40 UNLESS:  
4 (1) THE EVICTION OF THE TENANT IS NECESSARY TO PROTECT THE  
5 HEALTH AND SAFETY OF ONE OR MORE OTHER TENANTS; OR ~~<{"other~~  
6 ~~tenants" or just "one or more individuals" }>~~  
7 (II) THE TENANT HAS COMMITTED ONE OR MORE SUBSTANTIAL  
8 VIOLATIONS, AS DEFINED IN SECTION 13-40-107.5(3); OR  
9 (b) CHARGE THE TENANT A LATE FEE, INCLUDING ANY INTEREST,  
10 PENALTY, ADMINISTRATIVE FEE, OR EVICTION FILING FEE, FOR THE TENANT'S  
11 LATE PAYMENT OR NONPAYMENT OF RENT.  
12 (2) (a) NOTWITHSTANDING ANY PROVISION OF THIS ARTICLE 40 TO  
13 THE CONTRARY, ON AND AFTER JANUARY 1, 2022, AND UNTIL JULY 1, 2022,

14 (2)(a) IF A LANDLORD COMMENCES AN ACTION AGAINST A TENANT, AS DESCRIBED  
15 IN SECTION 13-40-110, IN RESPONSE TO THE TENANT'S FAILURE TO TIMELY  
16 PAY RENT IN ACCORDANCE WITH THE TERMS OF A RENTAL AGREEMENT, THE  
17 COURT, BEFORE ENTERING ANY JUDGMENT OR ISSUING ANY WRIT OF  
18 RESTITUTION, SHALL REQUIRE THE LANDLORD **TO PLEAD** AND PROVE BY A  
19 PREPONDERANCE OF THE EVIDENCE THAT:

20 (I) THE TENANT IS LATE BY AT LEAST NINETY DAYS IN PAYING ONE OR  
21 MORE RENT PAYMENTS;

22 (I)(II) THE LANDLORD HAS **USED BEST EFFORTS EXHAUSTED ATTEMPTS** TO  
23 OBTAIN ASSISTANCE ON THE TENANT'S BEHALF THROUGH ANY COVID-19-RELATED  
24 HOUSING ASSISTANCE PROGRAM ADMINISTERED BY THE DEPARTMENT OF  
25 LOCAL AFFAIRS, INCLUDING THE PROPERTY OWNER PRESERVATION PROGRAM  
26 OR ANY SUCCESSOR OR RELATED PROGRAM, BUT EITHER:

27 (A) THE LANDLORD HAS NOT BEEN ABLE TO RECEIVE SUCH RELIEF; OR

28 (B) AFTER THE LANDLORD RECEIVES SUCH RELIEF, THE TENANT  
29 NONETHELESS REMAINS LATE BY AT LEAST **THIRTY NINETY** DAYS IN PAYING ONE OR  
30 MORE RENT PAYMENTS;

31 (II)(III) THE LANDLORD HAS COMPLIED WITH ANY **REASONABLE** REQUEST BY THE

1 TENANT TO COMPLETE PAPERWORK OR OTHERWISE ASSIST THE TENANT IN  
2 OBTAINING ASSISTANCE THROUGH ANY ENTITY HELPING TO ADMINISTER THE  
3 EMERGENCY HOUSING ASSISTANCE PROGRAM IN THE DEPARTMENT OF LOCAL  
4 AFFAIRS, OR ANY SUCCESSOR OR RELATED PROGRAM; AND

5 (IV) THE LANDLORD HAS OFFERED A REASONABLE REPAYMENT PLAN  
6 TO THE TENANT. A REPAYMENT PLAN IS REASONABLE FOR THE PURPOSES OF  
7 THIS SUBSECTION (2)(a)(IV) IF IT ALLOWS THE TENANT TO PAY BACK UP TO  
8 ONE MONTH ~~ANY~~ PAST-DUE AMOUNTS IN EQUAL INSTALLMENTS OVER THE  
9 REMAINING TERM OF THE LEASE. ~~A PERIOD OF AT LEAST \_\_\_\_\_ MONTHS.~~

10 (b) IN ANY ACTION COMMENCED BY A LANDLORD AGAINST A TENANT  
11 PURSUANT TO THIS ARTICLE 40, THE TENANT MAY RAISE AN AFFIRMATIVE  
12 DEFENSE THAT THE LANDLORD FAILED TO SATISFY ONE OR MORE OF THE  
13 REQUIREMENTS DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION. ~~IF A~~  
14 ~~TENANT RAISES SUCH AN AFFIRMATIVE DEFENSE AND PREVAILS, THE COURT~~  
15 ~~SHALL ORDER THE LANDLORD TO PAY THE TENANT'S REASONABLE ATTORNEY~~  
16 ~~FEES, <{and costs?}> IF ANY.~~

17 (c) THE TENANT SHALL PROVE BY A PREPONDERANCE OF EVIDENCE THE  
18 ELEMENTS OF THE TENANT'S SWORN DECLARATION REQUIRED BY 13-40-128(1).

19 ~~(3) (a) NOTWITHSTANDING ANY PROVISION OF THIS ARTICLE 40 TO~~  
20 ~~THE CONTRARY, ON AND AFTER JANUARY 1, 2022, AND UNTIL JULY 1, 2022,~~  
21 ~~EXCEPT AS DESCRIBED IN SUBSECTION (3)(b) OF THIS SECTION, A LANDLORD~~  
22 ~~THAT RECEIVES A SWORN DECLARATION FROM A TENANT, AS DESCRIBED IN~~  
23 ~~SUBSECTION (1) OF THIS SECTION, SHALL NOT INITIATE OR PROCEED WITH ANY~~  
24 ~~ACTION TO EVICT THE TENANT PURSUANT TO THIS ARTICLE 40, WHICH~~  
25 ~~ACTION IS PREMISED ON ONE OR MORE VIOLATIONS BY THE TENANT, UNLESS~~  
26 ~~THE LANDLORD SERVES A NOTICE TO THE TENANT DEMANDING POSSESSION OF~~  
27 ~~THE PREMISES AND ONE HUNDRED TWENTY DAYS ELAPSE AFTER SUCH SERVICE~~  
28 ~~OCCURS.~~

29 ~~(b) THE RESTRICTION DESCRIBED IN SUBSECTION (3)(a) OF THIS~~

1 SECTION DOES NOT APPLY IF:

2 (I) THE EVICTION OF THE TENANT IS NECESSARY TO PROTECT THE  
3 HEALTH AND SAFETY OF ONE OR MORE OTHER TENANTS; <{"other tenants"?  
4 or just "one or more individuals"?}>

5 (II) THE TENANT HAS COMMITTED ONE OR MORE SUBSTANTIAL  
6 VIOLATIONS, AS DEFINED IN SECTION 13-40-107.5(3); OR

7 (III) THE ACTION IS PREMISED IN WHOLE OR IN PART ON THE TENANT'S  
8 NONPAYMENT OF RENT;

9 (4) NOTWITHSTANDING ANY PROVISION OF THIS ARTICLE 40 TO THE  
10 CONTRARY, ON AND AFTER JANUARY 1, 2022, AND UNTIL JULY 1, 2022, IN  
11 ANY ACTION DESCRIBED IN THIS ARTICLE 40, AT THE REQUEST OF ANY PARTY,  
12 THE COURT SHALL GRANT AN AUTOMATIC STAY OF THE PROCEEDINGS, WHICH  
13 STAY MUST BE AT LEAST NINETY DAYS. A PARTY TO SUCH AN ACTION MAY  
14 REQUEST AN AUTOMATIC STAY PURSUANT TO THIS SUBSECTION (4) ONLY  
15 ONCE.

16 (3)(5) THE DEPARTMENT OF LOCAL AFFAIRS IS ENCOURAGED TO REVIEW  
17 AND IMPLEMENT WAYS TO SHORTEN THE APPLICATION PROCESS FOR  
18 LANDLORDS AND TENANTS WHO SEEK ASSISTANCE THROUGH THE  
19 DEPARTMENT'S EMERGENCY HOUSING ASSISTANCE PROGRAM.

20 (4)(6) EXCEPT AS DESCRIBED IN SUBSECTION (1)(b) OF THIS SECTION AND  
21 AS TO ANY FEES THAT MAY BE WAIVED BY A LANDLORD PURSUANT TO A  
22 REASONABLE PAYMENT PLAN AS DESCRIBED IN SUBSECTION (2)(a)(IV) OF THIS  
23 SECTION, NOTHING IN THIS SECTION RELIEVES A TENANT OF THE OBLIGATION  
24 TO PAY RENT PURSUANT TO A RENTAL AGREEMENT.

25 (5)(7) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE  
26 REQUIRES:

27 (a) "LANDLORD" HAS THE MEANING SET FORTH IN SECTION 38-12-502

1 (5). "LANDLORD" INCLUDES THE MANAGEMENT OR LANDLORD OF A MOBILE  
2 HOME PARK, AS DEFINED IN SECTION 38-12-201.5 (3).

3 (b) "RENTAL AGREEMENT" HAS THE MEANING SET FORTH IN SECTION  
4 38-12-502 (7).

5 (c) "TENANT" HAS THE MEANING SET FORTH IN SECTION 38-12-502  
6 (9). "TENANT" INCLUDES A MOBILE HOME OWNER, AS DEFINED IN SECTION  
7 38-12-201.5 (2).

8 (8) THIS SECTION IS REPEALED, EFFECTIVE JUNE 1, 2023.

9 **SECTION 3.** In Colorado Revised Statutes, **add** part 10 to article 38  
10 of title 38 as follows:

11 PART 10

12 TEMPORARY RESTRICTIONS ON FORECLOSURES DURING THE  
13 COVID-19 DISASTER EMERGENCY

14 **38-38-1001. Temporary restrictions on foreclosures during the**  
15 **COVID-19 disaster emergency - declarations of financial hardship -**  
16 **repeal.** (1) NOTWITHSTANDING ANY PROVISION OF THIS ARTICLE 38 TO THE  
17 CONTRARY, ON AND AFTER THE EFFECTIVE DATE OF THIS SECTION, AND UNTIL  
18 JULY 1, 2022, A PROPERTY OWNER WHO IS A LANDLORD AND WHO HAS  
19 EXPERIENCED A FINANCIAL HARDSHIP AS A RESULT OF THE COVID-19  
20 PANDEMIC **MAY PROVIDE** <{deadline here?}> THE PUBLIC TRUSTEE OF A  
21 COUNTY A SWORN DECLARATION ATTESTING TO SUCH FACT.

22 (2) IF A PUBLIC TRUSTEE OF A COUNTY RECEIVES A SWORN  
23 DECLARATION FROM A PROPERTY OWNER AS DESCRIBED IN SUBSECTION (1)  
24 OF THIS SECTION, THE PUBLIC TRUSTEE SHALL NOT TAKE ANY ACTIONS  
25 CONCERNING THE PROPERTY OWNER PURSUANT TO THE FOLLOWING  
26 PROVISIONS FOR A PERIOD OF AT LEAST ONE HUNDRED TWENTY DAYS AFTER  
27 RECEIVING THE SWORN DECLARATION:

1 (a) SECTION 38-38-102;

2 (b) SECTION 38-38-103;

3 (c) SECTION 38-38-104;

4 (d) SECTION 38-38-302; AND

5 (e) SECTION 38-38-501.

6 (3) NOTHING IN THIS SECTION RELIEVES A PROPERTY OWNER WHO IS  
7 A LANDLORD OF THE OBLIGATION TO PAY MORTGAGE PAYMENTS PURSUANT  
8 TO A MORTGAGE LOAN.

9 (4) THIS PART 10 IS REPEALED, EFFECTIVE JUNE 1, 2023.

10 **SECTION 4. Safety clause.** The general assembly hereby finds,  
11 determines, and declares that this act is necessary for the immediate  
12 preservation of the public peace, health, or safety.