

# Colorado Legal Services

Legal help for low-income Coloradans seeking assistance with civil legal needs

[www.coloradolegalservices.org](http://www.coloradolegalservices.org)

---



## Questions and Answers about Evictions

### **What is an Eviction?**

An eviction is a lawsuit by a landlord, filed in court, to remove a tenant from a rental property.

### **Why can a landlord evict me?**

- You did not pay rent
- You remained on the rental unit premises after the end of the lease period (whether or not the lease is in writing)
- You are a guest (or tenant at will) and the landlord wants you to leave
- You have broken **any** condition of the lease
- You have committed certain crimes against people or property while you were on the premises
- You have committed certain crimes involving the possession, use or sale of drugs on the property

### **I did not pay my rent, can the landlord evict me?**

Maybe. If you do not pay the rent and you receive a 'ten-day notice' or 'demand for compliance or possession' and do not pay rent within the ten days, a landlord can file an eviction case in court to get you removed from the rental property.

As long as you pay the rent in full (the amount demanded in the Eviction notice, which sometimes includes late fees) within ten days after you receive the notice, you can stop the eviction from going forward. However, once the ten days have passed, your landlord may reject your payment and proceed with the eviction.

Make sure you get a written receipt if you pay your rent and any late fees.

There are some types of homes where a landlord can give you less than ten days to pay the rent. If a landlord owns five or less single-family homes **and** your lease says that the ten day period does not apply, then a landlord only has to give you five days to pay the rent. If your employer or a partner of your employer provides your housing, your landlord only has to give you three days to pay the rent. Regardless of what time period applies to you, a landlord has to give you a demand for the rent before starting an eviction case.

In order to avoid eviction, you must actually pay, or attempt to hand the money to the landlord. Promising to pay at a future time is **not good enough** unless the landlord agrees to wait for the money. If the landlord agrees to wait, make sure you get an agreement **in writing** from your landlord.

## **I broke a condition of the lease, can the landlord evict me?**

Maybe. If you have broken a condition of the lease, you will most likely receive a ten-day demand for compliance notice that will allow you to correct (cure) the problem within ten days. If you correct the problem within ten days, you will not be evicted.

There are some types of homes where you have less than ten days to correct the problem. If a landlord owns five or less single-family homes, **and** your lease says that the ten day period does not apply, then they only have to give you five days to correct the problem. If your employer or a partner of your employer provides your housing, then the landlord only has to give you three days to correct the problem.

However, if you have **broken the same condition** of the lease more than once, you may not have another chance to correct (cure) the problem and you will have to leave in ten days or your landlord can start an eviction case.

## **What is the eviction procedure for tenants with a written lease?**

The landlord must give a written ten-day demand notice. This notice must be given to the tenant personally, posted on the door, mailed, or given to someone in the household over 15 years old.

The ten day notice will either be a:

- "Notice to Cure" also known as "Demand for Compliance or Possession". This notice should tell you what your landlord's complaint is and gives you the option of either correcting the problem within ten days or exiting the rental unit. You'll usually receive this notice if you have not paid the rent or have violated a condition of the lease only once. If you pay the rent or correct the problem within ten days you will not be evicted (although you

may still be subject to late fees or other fees).

- There are some types of homes where you have less than ten days to pay the rent or correct the problem. If a landlord owns five or less single family homes, **and** your lease says that the ten day period does not apply, then you have only five days to pay the rent or correct the problem. If your employer or a partner of your employer provides your housing, then you only have three days to pay the rent or correct the problem.
- "Notice to Quit or Vacate" means that you do not have the option to correct the problem, and you must leave the rental unit within 10 days. You may receive this notice if you have broken the same condition of the lease at least once before. You may also receive this type of notice if you have committed a "substantial violation", usually an act of violence or a drug-related felony. You may also receive such a notice at the end of the lease period, although it is not required, unless there is some provision for it in the lease. Generally the lease will require more notice.
  - There are some types of homes where you have less time to leave (quit). If a landlord owns five or less single family homes, and your lease says that the ten day period does not apply, then you have only five days to leave. If your employer or a partner of your employer provides your housing, then you only have three days to leave.

*\*\*\*Important note: a ten-day notice means you have ten days to pay the rent/correct the problem or the court will get involved. It does NOT mean that you have to be out of your house in ten days. It also does not mean that you do not have to pay late fees.*

*\*\*\*Important note for tenants in subsidized housing: tenants in subsidized housing may receive additional notices with additional rights, including greater time frames and the right to meet with the landlord before the landlord can file for an eviction notice.*

***There are specific requirements for a valid eviction notice. If you do not receive a notice with this information on it you may have a defense in Court.***

- The Notice to Cure/Demand for Compliance or Possession must contain the following information:
  - The address of the premises
  - That you have ten (10) days to cure/correct the violation of the lease or move
  - The alleged breach of the lease in some detail
  - The notice may state you have 5 days to correct the violation if you live in exempt residential housing, or 3 days to correct the violation if you live in employer-provided housing
    - The date by which you must comply with the lease or vacate, and
    - The signature of the landlord, or his or her agent or attorney
- The Ten (10) Day Notice to Quit or Vacate (repeat or substantial violation notices) must contain the following information:
  - The address of the premises
  - The alleged breach of the lease in some detail
  - That the alleged breach is either a repeat violation of the lease or a substantial violation of the lease

- The date by which you must move out and
- The signature of the landlord, or his or her agent or attorney

On the 11<sup>th</sup> day (or 6<sup>th</sup> if you live in exempt residential housing, or 4<sup>th</sup> day if you live in employer provided housing) from the day you or someone in your household receives the Notice, if you have not cured (corrected the problem), the landlord can go to court and file a Summons and Complaint. If you receive a Summons and Complaint you will be given a court date. The court date must be at least seven days and not more than fourteen calendar days after you are served with (receive) the papers. During this time you can remain in your rental unit.

*\*\*\*Important note: although you are legally allowed to remain in your rental unit during this time, if you go to court and lose you can be removed by the sheriff as soon as 10 days after the court order is issued.*

If you want to contest the eviction, you must file a Response (or Answer) to the Summons and Complaint by completing form CRCCP 3 ([click here for a copy](#)) from the eviction forms page on the state court website. To file an answer you need to go to the courthouse in your district or county and pay the filing fee. If you cannot afford the court filing fee you may request to get the fee waived (you might not have to pay it). You can find the proper forms (JDF 205 & 206) by clicking [here](#), or you can go to the court clerk and ask for a "Fee Waiver Form". You will need to file all paperwork (the Answer and Request for Waiver of Fees) in person at the courthouse on or before your court date.

When filing your Answer you can include defenses you have to the allegations the landlord has made against you as well as any claims that you may have against the landlord. Once you file an Answer contesting the eviction, the case will be set for trial. The trial date may be scheduled within approximately five business days. If you need more time to prepare your defense, you should request the additional time when you appear for court the first time. The court may require that you deposit some money with the court as a condition to granting a delay beyond 5 business days.

**You must appear in court.** If you do not appear in court, the landlord will automatically win and the court will allow the eviction. That means that the sheriff can come and evict you 10 days after any missed court dates. If the landlord wins you can be evicted and may have to pay damages (like any rent not paid or any value of any harm caused to the apartment).

At a trial for an eviction, the landlord must prove the following:

- You and the landlord had either an oral agreement or a written lease under which you lived in the rental unit, or that you continued to occupy the property with the landlord's consent after the original lease expired
- You violated the agreement or lease, or failed to move out after your right to occupy the property expired
- You were properly served with a ten-day (or five days if you live in exempt residential housing, or three days if you live in employer-provided housing) Demand for Compliance or Possession, a Notice to Quit for Subsequent Violation or a Notice to Quit upon expiration of your lease or right to occupy

- If you were served with a Demand for Compliance or Possession, that you did not comply OR, if you were served with a Notice to Quit for Subsequent Violation and that the landlord had grounds to serve you with the Notice

The landlord presents his or her case first, by testifying, having other people testify, and introducing into evidence documents (such as the lease and the Demand for Payment or Possession).

After each witness testifies, you are allowed to ask questions of the witness. Once the landlord finishes his/her case, you have the chance to present your case. You and/or other witnesses may speak, and you can show the Judge any papers that help prove your case. Try to keep your case simple, and only present testimony and papers that are related to the landlord's allegations and the legal defenses you wrote in your Answer. If you do not have a good legal defense, the Judge cannot let you stay if the landlord does not agree

If you lose your case, the Judge may enter a judgment against you for money and for the possession of the rental property. If the landlord wins you can be removed by the sheriff 10 days after the court order is issued. If the landlord claims you also owe money that question may also be resolved at the trial or may be deferred for further court proceedings depending on the county in which you live.

Once the landlord wins and gets a judgment for possession, s/he has the right to get a Writ of Restitution from the Court. (click [here](#) for definition of Writ of Restitution.) The landlord can then use the Writ of Restitution to schedule the sheriff to come to the premises. But, your move out cannot be scheduled until 10 days after the judge made the decision on your case that your landlord gets possession of the property.

\*\*\*Important note: If you were served only by posting and you do not go to court or you lose at trial, the Judge will enter a default judgment against you only for possession (which means you can be evicted), but the Judge will not enter a judgment against you for money.

If you win you will be able to stay in the rental unit.

You may call the civil division of the sheriff's office of the county where you live to find out when a sheriff's deputy will be there to evict you. **Find your local sheriff's office by clicking [here](#).** It may be more than 10 days depending on how busy the sheriff's office is. You should note that many sheriffs' offices will not provide information about when the sheriff may come to evict you.

It is a good idea to be out of the rental unit before the sheriff gets there. The landlord or someone helping the landlord will remove you and your belongings from the premises. The sheriff will be there to keep the peace. Your belongings will be put out on the street. Neither the sheriff nor the landlord has any obligation to make sure that your belongings are safe after they are put out on the street.

If you wish to continue living in the rental unit, you can attempt to reach an agreement with the landlord or his/her attorney. You may be able to meet with the landlord or the attorney for the landlord before court begins, especially if you live in subsidized housing. Your agreement should at least entitle you to stay if you pay some amount of money, or if you agree that the landlord can

have a "judgment for possession" but will not have the sheriff remove you until an agreed upon date. If an agreement is made you should get it in **writing**, and make sure the landlord signs it. Also, you should remain in court until the Judge calls your case. Remain in court even if the landlord or the landlord's attorney suggests that it is OK for you to leave. Tell the Judge about your agreement. If the Judge is not available, make sure to get the agreement in writing, signed, and filed with the court.

## **What legal defenses may I have when I go to Court?**

Some examples of legal defenses are:

- The ten-day notice does not have all of the information required on it or it was not properly served because you were available to receive the notice and the landlord did not try to deliver it to you before posting it
  - Or five-day notice, in cases of exempt residential agreements; or three day notice, in cases of employer provided housing
- You attempted to pay the entire rent owed within the ten days and the landlord refused to accept it
  - Or within five days, in cases of exempt residential agreements; or within three days, in cases of employer provided housing
- You did not violate the lease as is claimed by the landlord
- The portion of the lease violated was not a material (very important) provision of the lease
- The landlord has violated the "warranty of habitability" after you made written demands for compliance

If you convince the Judge that you have a legal defense, the Judge will let you stay in the rental unit.

If one of your defenses is that the condition of the premises is terrible and you prove that you made a demand for the landlord to fix it, the Judge may still enter an Order requiring you to move unless the basis for the case is non-payment. If the grounds for eviction is non-payment of rent and you can show the terrible condition of the rental unit, the Judge might agree with your claim and reduce the amount of money that you owe the landlord.

If you lose the case, the landlord can have you evicted by the Sheriff as soon as 10 days after the Judge decides your case. Ordinarily the Sheriff will not oversee an Eviction on Saturday or Sunday. Call your Sheriff's office to confirm this. The sheriff can remove you from the premises only between the hours of sunrise and sunset.

## **What are my rights if I live in a unit owned by my employer as a part of my employment?**

If you work for a business such as a property management company, a restaurant, or other business and live in a unit owned by your employer as part of your wages or compensation, you

may be evicted from the unit if you have a signed, written agreement stating that your right to occupy the unit may be terminated if your employment is terminated.

## **What if your employment is terminated?**

Your employment is terminated (for any reason) and you are served with a 3-day written notice of termination of your tenancy.

If you do not move out within three (3) days after you are served with the written notice, the county sheriff may remove you and your property from the unit. Generally, the sheriff will contact you before physically removing you and your property from the unit. This may sometimes buy you a little time to move.

Was this resource useful? Let us know **[by clicking here](#)** (help us to improve this resource and site).

*This communication is made available by Colorado Legal Services, Inc., (CLS), as a public service and is issued to inform not to advise. No person should attempt to interpret or apply any law without the assistance of an attorney. The opinions expressed in this communication are those of the authors and not those of CLS or its funding sources. If you need advice on this or any other legal problem, consult an attorney of your own choosing. If you cannot afford an attorney, talk to Colorado Legal Services, 303.837.1312.*

*Updated August 2021*

---

Printed: January 27, 2022

<http://www.coloradolegalservices.org/node/34/questions-and-answers-about-evictions>

©Colorado Legal Services