

Understanding the Eviction Process



Panel Discussion

Panel members:

- **Judge Tamara Sullivan**, Costilla County Court Judge
- **John Montgomery**, Private Attorney
- **Marlayna Martinez**, Center for Restorative Programs

Facilitated by

Chad Keizer

Managing Attorney, Colorado Legal Services



Why are we here?

- Access to Justice Committee
 - Educate community members about court processes and provide resources for better access to the courts
- Important for tenant, landlord, and court that landlords understand how to proceed with an eviction correctly and understand and respect tenants' rights in the process
 - Less confusion = less conflict



What to expect from this presentation:

- General overview of how the eviction process works with emphasis on recent changes.
- Conditions residences must be kept in
- Rental Assistance
- Local resources/mediation program
- Panel discussion
- NOT COVERED: Special rules for evictions in a mobile home park; foreclosure evictions; collection of a money judgment; appeals



Domestic Violence Housing Protections

Tenants cannot be evicted for

- Nonpayment of rent related to domestic violence
- Substantial or repeat lease violations caused by abuse
- Nuisance claims tied to DV incidents
- Calling police during DV events

Valid Documentation

- Self-attestation affidavit
- Police report
- Protection order (civil, emergency, or criminal)
- Letters from third parties (advocates, healthcare/service providers, caseworkers)

Payment Plan Requirement

If DV causes rent delinquency

- Landlord must offer a repayment plan within 3 business days
 - Minimum \$25/month
 - Up to 9 months
- Failure to offer is an affirmative defense to eviction

Before you begin... know your lease agreement!

Lease agreement does not necessarily have to be written to be enforceable, but it is preferable because it will make the terms clear for the landlord, tenant, and court, if necessary

- **Lease agreement should contain information/terms including:**
 - Term/duration of lease
 - Type and length of notice required to terminate the tenancy
 - What actions will constitute a violation of the lease and what happens when such a violation occurs



What cannot be in leases?

- A “penalty” for the landlord having to evict or a “penalty” for a tenant moving out early.
- Security deposits in excess of 2x monthly rent.
- A clause that gives attorney’s fees to only one side.
Attorney fees can be awarded to the winning side, not just the landlord.
- Other prohibited waivers of tenant’s rights

Resources for Eviction and Foreclosure Prevention

Colorado Emergency Rental Assistance

<https://doh.colorado.gov/emergency-rental-assistance>

Requires a Demand for Rent (at minimum)

Monthly lottery unless active case

2-1-1

<https://search.211colorado.org>

Assistance Finding Food
Paying House Bills

Accessing Free Childcare
Other Essential Services

La Puente Home, Inc.

www.lapuentehome.org

(719)589-5909

Requires an Eviction Notice or Demand

Need ID, lease, ledger, proof of income, and client narrative

Resources for Eviction and Foreclosure Prevention (Continued)

SLV Pro Bono

- Free Consultation for eviction and other civil matters
- Legal Help with Eviction
- slvprobono1@hotmail.com
- (719)589-5532

Colorado Legal Services

- Provides Legal Assistance to Low-Income Individuals
- (719)589-4993
- <https://www.coloradolegalservices.org/>
- Holds Free Clinics (Confirm current schedule online)

Community Economic Defense Project

- Fighting Evictions and Homelessness in Colorado
- Legal help, rental assistance, and eviction prevention.
- <https://cedproject.org>

Colorado Poverty Law Project

- Matching Low-Income Coloradans with Volunteer Attorneys
- (303)532-2641
- <https://www.copertylawproject.org>
- Offers monthly legal clinics, including a free housing clinic on the first Friday of each month

Resources for Eviction and Foreclosure Prevention (Continued)

Center for Self-Reliance	• Assists Elderly, and Disabled • SLV@ILCPUEBLO.ORG • (719)546-1271
Brothers Redevelopment	• Elderly, Low-Income, and Disabled Housing Solutions • ehap@brothersredevelopment.org • (844)926-6632
The Salvation Army	• Food Assistance, Utility Assistance, Connection Center • westernusa.salvationarmy.org/intermountain_us_west/covid-19-get-help/ • (855)768-7977
Colorado Resource Network	• Connecting Community and Legal Resources • www.coloradoresourcenetwork.com
Renters Avenue	• Tenant education and support. • https://www.rentersavenue.com/
Self-Help Assistance	• Lisa Mizell • (719)589-7621 • 12selfhelp@judicial.state.so.us

If you don't know where to start, you can always call the Eviction Hotline at (719) 301-5466

Free Mediation services are available, and in some counties are court ordered. You can set up mediation at any time during the process by calling (719)480-8728

“Free” Mediation Services

Center for Restorative Programs



Referrals:

- ▣ Court Referrals
- ▣ Referrals from La Puente
 - ▣ Those in needs of assistance are assigned a caseworker to help with rental assistance and other resources.

Process:

- ▣ Both Landlord and Tenant(s) to contact CRP directly
 - 719-589-5255 (identify need to discuss eviction mediation)
- ▣ CRP hears from each side individually
 - Individuals on lease, at risk of eviction, and have decision making authority.
- ▣ CRP then schedules mediation (in person or virtual)

Outcomes:

- ▣ **Successful mediation:**
 - Agreement signed by all parties, sent to court and shared with both parties.
- ▣ **Unsuccessful mediation, no agreement is reached:**
 - CRP notifies the court that mediation was attempted with no agreement reached, thus proceeding through court process
- ▣ **Mediation not scheduled:**
 - Mediation is not possible (unable to contact, denies participation)

“FOR CAUSE” EVICTION POLICY

- Colorado landlords must have a valid reason "cause" to evict a residential tenant. If the For Cause Eviction Policy applies, **a landlord cannot refuse to renew a tenancy or end a lease unless they have a reason to do so.**
- Enacted on April 19, 2024.



What is “cause” for an eviction?

Traditional “Causes”

- ❑ Nonpayment of rent
- ❑ Material violation of lease
- ❑ Substantial violation of lease
- ❑ Repeat violation of lease
- ❑ Possession after sale or conveyance by personal representative
- ❑ Nuisance or disturbance

“No fault” causes for eviction

- Demolition or conversion of residence.
- Substantial repairs (30+ Days)
- Family of landlord moves in.
- Selling the residence.
- Tenant refuses to agree to a reasonable new lease.
- History of nonpayment of rent.

When Notice Is Required to End a Tenancy



Notice is Required

- ❑ The lease does not have a fixed end date (month-to-month)
- ❑ The landlord is ending the lease due to a lease violation (unpaid rent, damage)
- ❑ The landlord is pursuing a “no-fault” eviction (landlord wants to move in, sell, or renovate)

No Notice is Required

Applies only when:

- ❑ The lease has a specific end date
- ❑ The tenancy is not covered by Colorado’s For-Cause Eviction Policy

Most residential leases do require notice, even if they have an end date

Notice Is Required to End a Tenancy



Notice is Generally Required

- ❑ Landlord is choosing to not renew the lease
- ❑ The landlord is ending the lease due to a lease violation (unpaid rent, damage)
- ❑ The landlord is pursuing a “no-fault” eviction (landlord wants to move in, sell, or renovate)



- Landlord CANNOT simply lockout a tenant or turn off heat, electricity, water or other utilities
 - Called a constructive eviction and it is a violation of the tenant's rights and may result in liability on the part of the landlord for tenant's damages
- Landlord CANNOT simply call the Sheriff to come and remove a tenant; the Sheriff's office will not assist in removing a tenant without a court order directing them to do so

Starting the Eviction process:

What NOT to do



Starting the Eviction Process: Written Notice to Tenant

The eviction process **must** begin with written notice to the tenant.

- Type/Length of notice depends on:
 - Reason for eviction (lease violation, no-fault)
 - Type of tenancy (fixed, periodic)

Three main types of notices:

- Notice to Terminate Tenancy
- Notice of No-Fault Eviction
- Demand for Compliance or Possession
- Service Requirements:
 - Notice must be signed by the landlord or their agent
 - Best practice: Hand-deliver to tenant or resident 15+ years old
 - If no one is present:
 - Attempt personal service **TWICE** on **TWO** different days
 - Then post notice in a conspicuous place on the premises



Notice of No-Fault Eviction

If a landlord is not renewing a lease and the “for cause” protections apply, and the landlord does have a valid reason for not renewing the lease, then the landlord should give a Notice of No-Fault Eviction.

JDF 99 C	Notice of No-Fault Eviction Residential Eviction Notice
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To: *(tenant's name)*

☐ And any other occupants.

I'm issuing this notice under Colorado Revised Statutes (C.R.S.) section (§) 38-12-1303.

Notice - at least 90 days before proceeding with an eviction.

Notice to Terminate Tenancy

- Used when landlord does not want to renew lease *and* “For Cause” policy does not apply.
- Length of notice depends on term of tenancy. A written notice must:
 - Describe the premises,
 - Specify the exact date the tenancy will end,
 - Be signed by the landlord, tenant, or their agent/attorney.
- Notice period calculated from **end of term** (e.g. 21 days from end of month)

Term of Tenancy:	Length of Required notice:
1 year or more	91 days
6 months or more, but less than 1 year	28 days
1 month or more but less than 6 months	21 days
1 week or more, but less than one month; tenancy at will	3 days
Less than 1 week	1 day

Notice to Terminate Tenancy

Repeat Minor Violation

- The notice must:
 - State the lease provision violated.
 - Indicate that the tenant previously received notice for the same violation.
- If tenant repeats the same violation, the landlord may issue a Notice to Terminate.
- No opportunity to cure is required after the second violation.
- Notice periods:
 - 10 days: standard residential tenancies.
 - 5 days: exempt residential agreements.
 - 3 days: employer-provided housing or nonresidential agreements.
- Does not apply to repeated nonpayment of rent that is subsequently cured.

Substantial Violation

- Acts that:
 - Endanger people or property,
 - Are violent or drug felonies,
 - Are a public nuisances with potential jail time of 180+ days.
- The notice must:
 - Describe the property,
 - State the termination date,
 - Specify the grounds for termination.
- No opportunity to cure is required.
- Tenant must vacate within 3 days.
- Exceptions & Protections:
 - Victims of DV, abuse, or stalking are protected
 - The offender may still be evicted.

What is a “Substantial Violation”?

A serious action by a tenant or someone the tenant allows on the property that happens on or near the rental property and falls into one of these categories:



Dangerous Behavior

The act puts someone in danger or seriously damages property belonging to the landlord, a neighbor, or another tenant.

Serious Crimes

The act is a violent or drug-related felony, such as assault or drug trafficking.

Public Nuisance Crimes

The act is a crime considered a public nuisance, and it carries a possible jail sentence of 180 days or more.

See C.R.S. § 13-40-107.5

Notice to Terminate Tenancy

JDF 99 B	Notice to Terminate Tenancy Residential Eviction Notice C.R.S. § 13-40-104, 107, 107.5
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To: *(tenant's name)* _____ ☐ And any other occupants.

1. Move-Out Date ⓘ [\[Landlord Guide to this Section\]](#)

The Landlord is ending your tenancy and starting the eviction process. You must move out by:

Date: (MM/DD/YYYY) _____

Time: _____ ☐ AM ☐ PM

If you don't leave, the Landlord may start a court case to evict you.

2. Reason for Termination *(check one)*

☐ **a) Lease Not Renewed** ⓘ [\[Landlord Guide to this Section\]](#)

Your periodic tenancy will end, or the Landlord will not renew a fixed-term tenancy.

☐ **b) Substantial Violation** *(criminal behavior)* **Move Out in 3 Days**

You, or someone you invited onto the property:

Check at least one. Describe what happened in [\[Section 3\]](#).

Notice to Terminate Tenancy

☐ **c) Repeat Violation**

Move Out in 10 Days

The Landlord is evicting you because of a repeat lease violation.

Note which lease term the Tenant violated and explain what happened in [Section 3].

A Demand for Compliance (*JDF 99 A*) detailing the prior violation was served on: (*enter service date*) _____

☐ Check if Tenant is entitled to 30 days (instead of 10). (For CARES Act Properties)

CARES Act Properties include: *See 15 U.S.C. § 9058(a)(2).*

- Homes with a federally backed mortgage (FHA, VA, USDA, etc.); or,
- Those that participate in a federally subsidized housing program.

JDF 99 B – Notice to Terminate Tenancy (residential tenant)
English Version (must be the Tenant's primary language)

R: May 1, 2025

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www.coloradojudicial.gov

3. Explanation

Steps in Giving Notice:

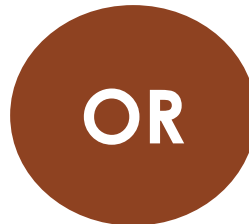
1) **Service of Notice:** Notice must be hand delivered to tenant or posted in conspicuous place on property *after attempting personal service at least twice on two separate days.*



2) **Wait notice period:** Starts on **day after** notice posted and cannot end on a Saturday, Sunday or holiday (will run to next business day).



3(a). **Tenant gets out or complies**
(end of process)



3(b). **Tenant does not leave property** (start an FED (eviction) case with the court)

Demand for Compliance or Right to Possession

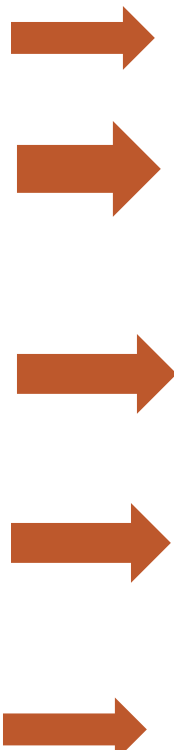
Non-payment of Rent

- Notice Requirements:
 - State amount of rent owed and dates it is owed.
 - Tenant has:
 - 30 days to pay for any federally subsidized lease
 - 10 days to pay for standard residential lease
 - 5 days (exempt residential)
 - 3 days (nonresident or employer-provided housing)
- Right to Cure: Tenant may pay all amounts due (including rent, late fees) any time before judgment is entered.
- If due to Domestic Violence, Landlord must offer a repayment plan within 3 business days of serving the demand or receiving documentation. Tenant has 7 days to accept or propose an alternative

Material violation of lease

- Notice must:
 - Specifically describe the lease violation,
 - Provide the tenant:
 - 10 days to cure or vacate (standard),
 - 5 days (exempt residential),
 - 3 days (nonresident/employer-provided housing).

Demand for Compliance or Right to Possession



JDF 99 A	Demand for Compliance Residential Eviction Notice C.R.S. § 13-40-104, 106										
To: <i>(tenant's name)</i> _____ ☐ And any other occupants.											
1. Time to Comply The Landlord is starting the eviction process. You can avoid eviction, but you have a limited time to move or fix the problem. That time is based on the type of rental agreement <i>(or property)</i>. <i>Check one: (The time starts from the "date served" in Section 6.)</i> <table border="0"><thead><tr><th></th><th>Time Period</th></tr></thead><tbody><tr><td>☐ Residential Agreement:</td><td>10 days</td></tr><tr><td>☐ Exempt Residential Agreement: Exempt agreements are for Landlords with five or fewer single-family homes, and the 10-day notice is waived in the lease. C.R.S § 13-40-104(5)(b).</td><td>5 days</td></tr><tr><td>☐ Employer-provided Housing Agreement:</td><td>3 days</td></tr><tr><td>☐ CARES Act Property:</td><td>30 days</td></tr></tbody></table> CARES Act Properties include: <i>See 15 U.S.C. § 9058(a)(2).</i> • Homes with a federally backed mortgage (FHA, VA, USDA, etc.); or, • Those that participate in a federally subsidized housing program.			Time Period	☐ Residential Agreement:	10 days	☐ Exempt Residential Agreement: Exempt agreements are for Landlords with five or fewer single-family homes, and the 10-day notice is waived in the lease. C.R.S § 13-40-104(5)(b).	5 days	☐ Employer-provided Housing Agreement:	3 days	☐ CARES Act Property:	30 days
	Time Period										
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☐ Employer-provided Housing Agreement:	3 days										
☐ CARES Act Property:	30 days										

Demand for Compliance or Right to Possession

2. Grounds for Eviction

You must: *(Landlord: check only those that apply)*

☐ a) **Pay Your Rent**

C.R.S. § 13-40-104(d)

Past rent due: \$

This is for missed payments due on: *(enter dates)*

☐ b) **Comply with the Lease**

C.R.S. § 13-40-104(e)

Landlord: For repeat or substantial (criminal behavior) violations, use form [JDF 99 B - Notice to Terminate] instead.

Lease Term violated:

Explain how that lease term was violated:

Steps in Giving Demand for Compliance:

JDF 99 A	Demand for Compliance Residential Eviction Notice
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1) Service of Demand for Compliance—Demand must be hand delivered to tenant or posted in conspicuous place on property **after attempting personal service at least twice on two separate days.**



2) Wait for required demand period—Starts on **day after** notice posted and cannot end on a Saturday, Sunday or holiday (will run to next business day).



Steps in Giving Demand for Compliance:

JDF 99 A	Demand for Compliance Residential Eviction Notice
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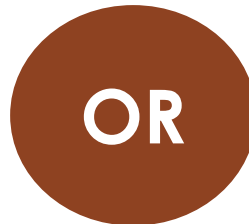
Continued...



3) During the demand period, mediation **must** be held if the tenant qualifies and the landlord is not exempt or if it is required by judge (next slide)



4)a. Tenant gets out or complies - end of process.



4)b. Tenant does not comply or leave property - start an FED (eviction) case with the court.

Mediation through Office of Dispute Resolution

A tenant qualifies for mandatory mediation through ODR if they receive SSI, SSDI, or TANF.

Any demand issued must include a statement informing the tenant about mandatory mediation.

If a tenant qualifies, they should let the landlord know in writing immediately.

After landlord learns that tenant qualifies, landlord should schedule mediation with tenant and the Office of Dispute Resolution online or at 720-625-5940.

A landlord with five or fewer properties is exempt from having to do mandatory mediation with the tenant.



WHAT is needed to start a court case?

- Eviction Complaint - JDF 101 (residential) or JDF 141 (mobile home)
 - Attach copy of written lease, if any
 - Attach copy of Notice served on tenant
- Eviction Summons (JDF 102)
 - If you are not represented by an attorney, complete the top portion only and clerk will fill in the rest when you file. The Summons must include resource list (provided by and updated by the Department of Local Affairs).
 - The clerk will schedule a return date that should be between 7 and 14 days from the day you file
- Answer (JDF 103), Request for Documents (Form 185 SC), Fee Waiver (JDFs 205 and 206) and Resource List (Form 186 SC).
 - Leave these blank and include with the documents served on the tenant.
- Filing fee
 - County Court if Less than \$1,000 Filing Fee \$85
 - County Court if \$1,000 up to \$15,000 Filing Fee \$105
 - County Court if \$15,000 up to \$25,000 Filing Fee \$135
 - District Court is anything above \$25,000 Filing Fee \$235

JDF 101	Eviction Complaint and Affidavit (Residential Tenancy)	
1. Court: ☐ District ☐ County Colorado County: _____ Mailing Address: _____		
2. Parties to the Case: Landlord: _____ (Also called the Plaintiff) v. Tenant: _____ (Also called the Defendant) ☐ And any and all other occupants.		
3. Filed by: Name: _____ Mailing Address: _____ City: _____ St: _____ Zip: _____ Phone: _____ Email: _____		4. Case Details: Number: _____ Division: _____ Courtroom: _____

5. Background

I submit this complaint pursuant to C.R.S. § 13-40-110(a). I affirm the following facts as true:

Service of Summons and Complaint

- The tenant must be served with the Summons and Complaint by someone who is at least 18 years old and not a party to the case (process server or law enforcement officer).
 - Whoever serves the tenant should complete an affidavit of service (Form JDF 98), documenting the time, date, and method of service.
- The tenant must be served **no later than** 7 days before the return date.
- Service should be accomplished by handing the papers directly to the tenant or a family member over 18, if possible. If personal service **is not possible** after diligent efforts, service may be completed by posting the papers in a conspicuous location on the property and mailing a copy to the tenant.
 - **Note:** If service is completed by posting and mailing rather than personal service, the court may issue an order for possession of the property, but cannot enter a money judgment for back rent or damages.

Possible defenses may include:

- Did not receive/inadequate notice or improper service of notice*
- Improper service of Summons and Complaint*
- Tenant paid rent or cured violation within the Notice period
- Tenant tried to pay rent within the notice period, but landlord refused payment
- Landlord agreed to accept late rent payment or accept work in trade for rent

****defense must be raised in answer, cannot be raised for 1st time at trial***

Tenant may file an Answer to the Complaint on or before the court date

DO NOT IGNORE A TENANT'S ANSWER

- Answer may contain defense to your Complaint you will need to address in court
- Answer may contain a counterclaim against landlord
- Along with Answer, Tenant may demand a jury trial on factual issues in FED-possession cases.

Possible Defenses: Continued

- ❑ Landlord accepted rent after lease violation occurred and/or notice given
- ❑ No lease violation or failure to pay rent occurred
- ❑ Eviction for substantial violation—actions do not meet requirements of “substantial violation”
- ❑ Eviction for substantial violation—victim of domestic violence
- ★ Tenant able to pay the landlord rent owed before the judge orders possession for the landlord.
- ❑ Tenant used rent money to repair premises and deducted cost from rent after giving notice to landlord of repairs needed and landlord fails to make repairs
- ❑ Landlord failed to offer mandatory mediation.
- ❑ Landlord evicting tenant in retaliation for tenant making a complaint about condition of the property
- ❑ Eviction due to unlawful discrimination

BEFORE the court date

**Note: The court date on the summons is a deadline for the tenant to file an Answer. If the tenant files an Answer, a trial date will be set between 7 and 10 days later (C.R.S. 13-40-113(4)(a))*

You may be required to participate in **mediation** prior to your court date

- If you and the tenant come to an agreement, you can file a Stipulation (written agreement signed by both of you) with the court and ask to vacate the hearing.

Prepare for your court appearance.

- On October 21, 2024, the Colorado Supreme Court held parties may demand a jury trial on factual disputes in FED-possession cases – (more on this in next slide).
- You are responsible for getting any evidence you want to present to the court—this means arranging for any witnesses to be available to testify and having 3 copies of any documents, pictures, or other evidence with you when you come to court



The Trial

- As the Plaintiff, you will have the burden of proof, so it will be your job to prove what you are claiming
 - Includes proving damages: Before-and-after photos, checklists, receipts, etc.
- Both sides can present evidence:
 - Testify, Call witnesses, Present documents (photos, or evidence)
- The judge and the other party will be able to ask you (if you testify) and any of your witnesses questions
- You will be able to ask questions of the tenant (if he/she testifies) and any of the tenant's witnesses
 - Ask questions, do not argue or talk over the witness
- Remember courtroom behavior matters. Be organized, prepared, and respectful at all times

After trial → if you win

Order for Possession

- Judge orders possession of the property returned to you.
- After 48 hours, you can ask the court to issue a Writ of Restitution (form JDF 103)
- The Writ of Restitution:
 - This authorizes the Sheriff to remove the tenant from the property.
 - If tenant is a DV survivor, the court must delay the sheriff's eviction by 30 days

Money Judgment

- Judge enters a judgment in your favor for back rent, damages, etc.
- May be an additional hearing on damages after possession returned to landlord
- Court costs usually awarded to prevailing party. Whether attorney fees awarded depends on terms of your lease agreement.
- Can collect like any other money judgment, but it is your responsibility to collect.



Removing the tenant and belongings from property

- You must contact the Sheriff to schedule execution. They supervise but don't move belongings.
- You (or someone you hire) must remove the tenant's property—you can move it to the curb.
- No duty to store the property. If you do, you may charge fees but take on extra responsibilities.
- Landlords and law enforcement are not liable for property damage during lawful execution (C.R.S. § 13-40-122).
- For abandoned property, see C.R.S. § 38-20-116 or talk to an attorney.



Recent Changes... as of 2026



NEW

1. Redaction of Personally Identifying Info in Eviction Filings

Landlords should redact SSNs, bank account numbers, birth dates, etc. from filings and supporting documents.

2. Tenants can Request Reasonable Accommodation for Emotional Support Animals

Landlords cannot completely prohibit Emotional Support Animals in their properties.

THANK YOU FOR
COMING!!!

Special Thanks!

- 12th Judicial District Access to Justice Committee
- Center for Restorative Programs
- La Puente