Notice: JDF forms are an optional resource. They use the best understanding of the law at the time of publication.

JDF 99 A	**Demand for Compliance** Residential Eviction Notice C.R.S. § 13-40-104, 106

To: *(tenant's name)* _____ ☐ And any other occupants.

1. Time to Comply

[Landlord Guide to this Section]

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 *(or property)*.

Check one: (The time starts from the "date served" in Section 6.)	**Time Period**
○ Residential Agreement:	**10 days**
○ Exempt Residential Agreement:	**5 days**
○ Employer-provided Housing Agreement:	**3 days**
○ CARES Act Property:	**30 days**

2. Grounds for Eviction

You must: *(Landlord: check only those that apply)* *Colorado Revised Statutes (C.R.S)*

☐ **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** [Landlord Guide to this Section] C.R.S. § 13-40-104(e)

Lease Term violated: _____

Explain how that lease term was violated:

☐ **c) Stop Disturbing Conduct** C.R.S. § 13-40-104(j)

Your conduct is a nuisance or disturbing.

Explain who is bothered by the conduct and what that conduct is:

3. Description of Premises

Street Address: _____

City: _____ County: _____

The rent for the premises is $_____ per _____

4. Time to Cure [Landlord Guide to this Section]

If you don't fix the problems listed above, you must move out by:

Date: (MM/DD/YYYY) _____

Time: _____ ◯ AM ◯ PM

If you don't fix or move, I may start a court case to evict you.

5. Signature

Signature: _____

◯ Landlord ◯ Landlord's Agent ◯ Landlord's Attorney

Dated: _____

6. Service [Landlord Guide to this Section] C.R.S. § 13-40-108

Date Served: (MM/DD/YYYY) _____

Service Method: *(check one)*

◯ a) Personal service under C.R.S. § 13-40-108.

◯ b) Posting on the Property. The attempts at Personal Service occurred on:

Failed Attempt Date*(s)*: _____

Posted after the 2nd *(or 3rd)* failed attempt.

(Landlords – see [Service Info Section] for when a 3rd attempt is required.)

Signature: _____

7. Tenant's Rights [Landlord Guide to this Section]

a) Mandatory Mediation: C.R.S. § 13-40-106(2)

if you receive:

- Supplemental Security Income (SSI);
- Social Security Disability Insurance (SSDI); or
- Cash Assistance through the Colorado Works Program;

You may have a right to mandatory mediation at no cost before the landlord can start an eviction case. To qualify, let the landlord know in writing immediately that you are enrolled in one of these programs.

b) Repayment Plan for Victim-Survivors: C.R.S. § 13-40-106(4)

If you've missed a rent payment because you are the victim-survivor of unlawful sexual behavior, stalking, domestic violence, or domestic abuse, you may be entitled to a repayment plan (not to exceed 9 months). Provide the Landlord with written documentation *(for example, a police report or protection order)* as provided for in C.R.S. § 13-40-104(4)(a).

Be sure to read C.R.S. § 13-40-104(4)(e) for full details.

STATEMENT OF UNPAID RENT

Attachment to Colorado JDF 99A - City and County of Denver

C.R.S. 13-40-104(1)(d) and 13-40-106

Notice date: _____ Rent owed as of: _____

Tenant(s): _____

Rental premises: _____

_____

Landlord: _____

UNPAID RENT

Rent due date	Rent charged	Paid / credited	Unpaid rent
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TOTAL UNPAID RENT: $_____

The amount demanded consists only of unpaid rent. No late fees, utilities, deposits, damages or legal costs are included.

PAYMENT INFORMATION

Payable to: _____

Payment location: _____

_____

Payment method and available hours: _____

_____

Phone: _____ Email: _____

Landlord mailing address: _____

_____

Signature: _____ Date signed: _____

Printed name and capacity: _____

DENVER
THE MILE HIGH CITY

Legally Required Notice - Denver Tenant Rights & Resources

This notice must be provided by the landlord to the tenant
both when the lease is signed and if rent demand is served.

Landlords may not allow any person to initiate a new occupancy of a rental property for more than 30 days unless and until the tenant has been provided a copy of an executed written lease,[1] signed by both the landlord and tenant. The landlord must provide the tenant an electronic copy of the signed lease, or paper copy if requested by the tenant, within seven days from the tenant signing the lease.[2]

When providing a copy of the executed written lease and at any time the landlord makes any rent demand pursuant to Colorado Revised Statutes ("C.R.S.") § 13-40-104, the landlord must provide the most current version of this tenant rights and resources notice, which can be found at denvergov.org/EvictionHelp.

This notice summarizes some of the rights and obligations of residential landlords and tenants in Denver, Colorado. This notice does not represent a complete analysis of landlord-tenant law, does not constitute legal advice, and the information in this notice can change at any time. Please check the website listed above for the most current version of this notice and refer to the Free Eviction Legal Services section on Page 3 to see if you are eligible for free legal services. This notice merely serves as a general rights and resources guide, and though it outlines those principles generally, it does not cover every law or exception that may apply in a particular situation.

For more information on the topics covered in this notice and additional information for tenants and landlords, please review the Landlord/Tenant Guidebook found at denvergov.org/EvictionHelp.

Glossary of Terms and Definitions

Answer: A written response that a tenant may file with the court in response to a landlord's complaint initiating an eviction action.

Demand for Compliance or Right to Possession (commonly referred to as the 10-Day Demand): A notice given by a landlord to a tenant requiring the tenant to comply or correct a violation of the lease or to pay past due rent within ten days. The tenant can pay the rent if rent is owed, correct the violation, or move out within ten days or the landlord can initiate an eviction action.

Dwelling unit: A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation and includes single room units

Eviction: A legal proceeding to remove a tenant from a rental property. Also known as Forcible Entry and Detainer.

Forcible Entry and Detainer (FED): Also known as an eviction action, is a process of restoring possession of the rental premises back to the landlord.

Landlord: An owner or operator of a residential rental property.

[1] **D.R.M.C. § 27-240(a)**
[2] **C.R.S § 38-12-801**

Lease: A written or oral contract between a landlord and tenant in which the tenant can possess and use the landlord's property for a period of time in exchange for rent.

Notice to Terminate Tenancy: A notice given by a landlord requiring a tenant to leave a rental property. A Notice to Terminate Tenancy does not give the tenant an opportunity to correct the violation and the tenant must leave the rental unit within the required time period or dispute the eviction in court. The tenant may receive this notice if they have broken the same condition of the lease more than one time or if they have committed a substantial violation of the lease such as an act of violence or a drug-related felony.

Security Deposit: Any advance or deposit of money to secure a tenant's performance of a lease for a rental property.

Summons and Complaint: Forms filed by a landlord with the court in order to commence litigation. The Landlord typically will file a Summons and Complaint after one of three incidents: 1) when a tenant has not paid rent; 2) when a tenant has not resolved a violation within 10 days of being provided a 10-Day Demand; or 3) if a tenant remains in the rental property after receiving a Notice to Quit. The landlord must serve a copy of the Summons and Complaint to the tenant. The Summons and Complaint will inform the tenant that the tenant must file an answer or appear in court at a certain date and time.

Tenant: A person who rents a rental property from a landlord.

Warranty of Habitability: By statute, every landlord is required to fulfill certain requirements that make a rental property fit for human habitation. The Warranty of Habitability is more particularly described on Page 5.

Writ of Restitution: A court document that allows a sheriff's deputy to remove a Tenant from a rental property. A Writ of Restitution will only be provided by a court at the conclusion of an Eviction.

Minimum Standards for Denver Dwelling Units

The Denver Housing Code[3] requires an owner or operator of a dwelling unit to maintain certain minimum standards of basic equipment and facilities, lighting, ventilation, heating, insect and rodent control, safety, sanitation, utilities, space, use, and location. These minimum standards are described in Denver Municipal Code Chapter 27 and in the Rules and Regulations. Visit www.denvergov.org/hfhh for more information on the Residential Health and Housing program. Violations may be reported to the Denver Department of Public Health and Environment by **calling 311.**

Residential Evictions in Colorado

Colorado law requires residential landlords to follow a specific process to evict a tenant. A landlord must engage the legal process to evict a tenant and the landlord is prohibited from self-eviction outside the legal process. The law also prohibits the landlord from shutting off utilities, threatening the tenant, changing the locks without notifying the tenant, taking tenant's belongings or retaliating against tenants.

For a landlord to evict a tenant in Colorado, the landlord **must** follow specific steps required by law. (See timeline and steps listed on Page 6.) Only a court can order a tenant to leave the property and only a sheriff's deputy can enforce this court order. This process is called a Forcible Entry and Detainer (FED), the legal term for eviction. It is illegal for a landlord to try to force a tenant out without a court order.

[3] D.R.M.C. § 27-16 *et seq.*

If a tenant has not paid rent or violates the terms of the lease, the landlord can give the tenant a signed "Demand for Compliance or Right to Possession." This notice is also commonly called a "10-day demand." The demand must clearly state the amount of rent owed or the violation of the lease to start the eviction process. The tenant can pay the rent if rent is owed, correct the violation, move out, or dispute the eviction before a judge in court. The 10-day demand requirements always apply, even if the language of the lease states that it does not.

If a tenant violates the same condition of a lease more than one time and a 10-day demand was previously given, or there are more serious violations, the landlord can give the tenant a "Notice to Terminate Tenancy," which does not give the tenant an opportunity to correct the violation. Instead, the tenant must leave in the allowed timeframe as defined on the Notice to Terminate Tenancy or dispute the eviction before a judge in court.

The landlord can serve a notice or demand to the tenant or other person occupying the premises by leaving a copy with a tenant's family member above the age of 15 years old who resides at the property, or, after attempts at personal service at least once on two separate days, by posting it in an obvious place on the property, such as the front door. The 10 days to resolve the problem begin the day after the posting, even if the tenant never sees the notice.

After receiving a notice or demand described above, tenants have rights under Colorado law, depending on the reason for the notice or demand. Immigrant, undocumented, and refugee individuals and families have the same tenant rights and protections as all Denverites. **If you receive a notice, demand, or summons to court due to an eviction, you should try to get a lawyer as soon as you can.** (See the Free Eviction Legal Services section on Page 3 to see if you qualify for free legal services.) For more information about tenant rights after receiving a notice or demand and the eviction process, please review the Eviction Process section on Page 6.

Tenant Resources

RENT AND UTILITY ASSISTANCE
The Denver Department of Housing Stability has programs to help residents facing a financial hardship to prevent eviction or utility shut off. If you need help paying rent or utilities, you may be eligible to receive temporary help. Call 1-844-926-6632 , or visit denvergov.org/renthelp.

FREE EVICTION LEGAL SERVICES
The City and County of Denver provides funding for free legal services for low- and moderate-income individuals facing an eviction. Information on free legal services can be obtained from:

- Colorado Poverty Law Project: 303-532-2641 or copovertylawproject.org
- Community Economic Defense Project: 303-838-1200 or cedproject.org
- Colorado Affordable Legal Services: 303-996-0010 or coloradoaffordablelegal.com
- Colorado Legal Services: 303-837-1313 or coloradolegalservices.org

HOUSING QUESTIONS
If you have a housing question that does not require legal advice, contact the free Colorado Housing Connects helpline to find answers. Colorado Housing Connects can help you navigate housing information and resources. Call 1-844-926-6632 or visit coloradohousingconnects.org.

Colorado State Laws on Tenant Rights

This is a list of key Colorado laws on tenant rights, but this list does not include all tenant rights. Many of these rights have some restrictions and conditions. The descriptions of each of the laws listed below is not comprehensive. **For more information on the topics covered in this notice and additional information for tenants and landlords, please review the Landlord/Tenant Guidebook found at denvergov.org/EvictionHelp.**

Bed Bugs in Residential Premises[4]
Landlords cannot rent properties known or reasonably suspected to have bedbug infestations.

Colorado Antidiscrimination Act – Housing Practices[5]
Landlords cannot refuse to show rental units to prospective tenants, deny access to rental units, or deny a lease based on disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, familial status, veteran or military status, religion, national origin, ancestry, or sources of income. [6] Any discriminatory housing practice violations must be filed within one year of the infraction at ccrd.colorado.gov/complaint-process.

Denver Anti-Discrimination Ordinance
Denver's Anti-Discrimination Ordinance prohibits discrimination in employment, housing and commercial space, public accommodations, educational institutions and health and welfare services. The ordinance prohibits discrimination that is based on several factors, including race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, military status, disability, protective hairstyle, and source of income. The ordinance prohibits discrimination of prospective renters based on their source of income (i.e., landlords or property managers cannot refuse to consider any lawful source of income, including housing choice vouchers, in the same manner as ordinary wage income in connection with an application for rental housing).

The Denver Anti-Discrimination Office (DADO) protects against discriminatory acts under this ordinance. Information about DADO can be found at: https://www.denvergov.org/Government/Agencies-Departments-Offices/Human-Rights-Community-Partnerships/Divisions-Offices/Anti-Discrimination-Office.

Eviction Protections for Residential Tenants Receiving Cash Assistance
A landlord and tenant must participate in mandatory mediation prior to commencing an eviction action If the tenant receives supplemental security income, federal social security disability insurance, or cash assistance through the Colorado works program (collectively, "cash assistance"). More info can be found in the https://www.denvergov.org/files/assets/public/v/1/housing-stability/documents/renters-housing-handbook-english-_-sept-2025-edits.pdf

Immigrant Tenant Protection Act[8]
Landlords cannot:

- Request any information relating to immigration or citizenship status of a tenant unless the landlord is also the tenant's employer;
- Disclose or threaten to disclose information about a tenant's immigration or citizenship status or harass or intimidate a tenant for exercising their rights under this law;

[4] **C.R.S. § 38-12-1005**
[5] **C.R.S. § 24-34-501 *et seq.***
[6] C.R.S. § 24-34-502.2

More info can be found in the https://www.denvergov.org/files/assets/public/v/1/housing-stability/documents/renters-housing-handbook-english-_-sept-2025-edits.pdf located at www.denvergov.org/evictionhelp

Just Cause Eviction[9]

With certain exceptions, State law prohibits a landlord from evicting a residential tenant unless the landlord has cause for eviction. Cause exists when:

- There is non-payment of rent;
- There is substantial violation as defined in C.R.S. § 13-40-107.5;
- There is a material violation of the lease agreement;
- There is a repeat violation of a lease agreement after a tenant receives proper notice of a violation;
- A tenant or lessee is guilty of an unlawful detention of real property under certain circumstances described in State law; or
- *A tenant has engaged in conduct that creates a nuisance or disturbance that interferes with the quiet enjoyment of the landlord or other tenants at the property or where the tenant is negligently damaging the property; or*
- Conditions exist constituting grounds for a "no-fault eviction".

More info can be found in the https://www.denvergov.org/files/assets/public/v/1/housing-stability/documents/renters-housing-handbook-english-_-sept-2025-edits.pdf located at www.denvergov.org/evictionhelp

Leases, Rent and Late Fees[10]

- Landlords are prevented from raising rent more than one time per year.
- A tenant without a written lease must be given 60 days' written notice before the rent can be raised
- Landlords cannot charge a late fee until payment is at least seven days late.
- No late fee can be greater than $50 per month or 5% of monthly rent, whichever is more.
- Tenants cannot be evicted solely for not paying a late fee.

More info can be found in the https://www.denvergov.org/files/assets/public/v/1/housing-stability/documents/renters-housing-handbook-english-_-sept-2025-edits.pdf located at www.denvergov.org/evictionhelp

Obligation to Maintain Residential Premises (Warranty of Habitability)

The tenant's rental property must be fit for human habitation and in compliance with all applicable building, housing, and health codes. Not providing any of these items is considered a condition that interferes with life, health, and safety of the tenant, and is not allowed under Colorado law. More info can be found in the https://www.denvergov.org/files/assets/public/v/1/housing-stability/documents/renters-housing-handbook-english-_-sept-2025-edits.pdf located at www.denvergov.org/evictionhelp

Pet Animal Ownership in Housing

Landlords cannot ask for or receive more than $300 of additional security deposit from prospective or current renters as a condition of permitting the tenant's pet animal to reside in the unit. More info can be found in https://www.denvergov.org/files/assets/public/v/1/housing-stability/documents/renters-housing-handbook-english-_-sept-2025-edits.pdf located at www.denvergov.org/evictionhelp at www.denvergov.org/evictionhelpwww.denvergov.org/evictionhelp
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Portable Screening Report for Residential Leases

Landlords must accept a portable screening report when considering rental applications of prospective tenants. The landlord may require that the screening report (i) was completed within the last 30 days, (ii) be made directly available to the landlord from a consumer reporting agency (agency), and (iii) be provided at no cost to

the landlord. More info can be found in the https://www.denvergov.org/files/assets/public/v/1/housing-stability/documents/renters-housing-handbook-english-_-sept-2025-edits.pdf located at www.denvergov.org/evictionhelp

Prohibited Provisions in Rental Agreements
Current law prohibits a written rental agreement from including an unreasonable liquidated damages clause (a predetermined fee or cost) that assigns a cost to a party stemming from an eviction notice or an eviction action that results from a violation of the rental agreement. More info can be found in the https://www.denvergov.org/files/assets/public/v/1/housing-stability/documents/renters-housing-handbook-english-_-sept-2025-edits.pdf located at www.denvergov.evictionhelp

Protections for Residential Tenants
State law prohibits a landlord from requiring a tenant to submit a security deposit in an amount that exceeds the amount of two monthly rent payments under the rental agreement. If a landlord uses rental or credit history when considering a rental application, the landlord cannot consider a tenant's rental or credit history that is greater than seven years old. More info can be found in the https://www.denvergov.org/files/assets/public/v/1/housing-stability/documents/renters-housing-handbook-english-_-sept-2025-edits.pdf located at www.denvergov.org/evictionhelp

Remote Participation in Evictions
As of January 2024, courts must allow either party or any witness in an eviction action to choose to appear in person or remotely at any return, conference, hearing, trial, or other court proceeding. More info can be found in the https://www.denvergov.org/files/assets/public/v/1/housing-stability/documents/renters-housing-handbook-english-_-sept-2025-edits.pdf located at www.denvergov.org/evictionhelp

Security Deposits - Wrongful Withholding
A landlord cannot withhold a security deposit for normal wear and tear.
If a landlord chooses to withhold any portion of the security deposit, the landlord must provide the tenant with a written statement listing the exact reasons for withholding any portion of the security deposit. More info can be found in the https://www.denvergov.org/files/assets/public/v/1/housing-stability/documents/renters-housing-handbook-english-_-sept-2025-edits.pdf located at www.denvergov.org/evictionhelp

Victims of Sex Abuse, Stalking, Domestic Violence
Tenants may terminate their lease early if they (or their children) are the victim of unlawful sexual behavior, stalking, domestic violence, or domestic abuse, and they desire to vacate the premises due to a fear of continued danger. Landlords cannot evict tenants who are the victims of domestic violence, unlawful sexual behavior, or stalking. More info can be found in the https://www.denvergov.org/files/assets/public/v/1/housing-stability/documents/renters-housing-handbook-english-_-sept-2025-edits.pdf located at www.denvergov.org/evictionhelp

Residential Eviction Timeline and Process

This is a general eviction timeline, which can vary depending on numerous factors.

Steps (more detail below)	General Timeline

Notice provided to tenant	10 days - Demand for Compliance or Right to Possession (10-day notice) for nonpayment of rent or violation of any condition or covenant of the lease agreement One to 91 days - Notice to Terminate Tenancy (depending on lease violations, length of tenancy, and other factors)
Summons and Complaint is filed with the court and served to the tenant	At least seven days before the hearing
First appearance in court	Seven to 14 days after summons
Trial	Seven to 10 days after the tenant files an answer, if the tenant files an answer
Issuance of the Writ of Restitution	48 hours after the judge issues a judgment against the tenant in favor of the landlord
Execution of Writ of Restitution by Sheriff's Deputy	10 days from the date the judge issues a judgment against the tenant in favor of the landlord

STEP 1: Notice Provided to Tenant
If the tenant has not paid rent or violates the terms of the lease, the landlord must give the tenant a signed "Demand for Compliance or Right to Possession." This notice is also commonly called a "10-day demand" because it allows 10 days for the tenant to resolve the problem before the landlord can file eviction paperwork with the court. The demand must clearly state the amount of rent owed or the violation of the lease to start the eviction process. The tenant can pay the rent if rent is owed, correct the violation, move out, or dispute the eviction before a judge in court.

If the tenant violates the same condition of a lease more than one time and a 10-day demand was previously given, or there are more serious violations, the landlord can post or deliver a "Notice to Terminate Tenancy," which does not give the tenant an opportunity to correct the violation. Instead, the tenant must leave in the allowed timeframe as defined on the Notice to Terminate Tenancy (between one and 91 days) or dispute the eviction before a judge in court.

STEP 2: The Complaint is Filed and Served
If the tenant doesn't resolve the lease violation and/or pay the rent owed during the 10-day period, the landlord may file the paperwork with the court to continue the eviction process. These forms are known as the Summons and Complaint. Within one business day after filing, the landlord must serve a copy of the Summons and Complaint, including all exhibits, to the tenant.

STEP 3: Court Hearing on Eviction
The court clerk will schedule an initial hearing for a date that is seven to 14 days after the initial filing, but the tenant must have received the Summons and Complaint at least seven days before the hearing.

IF THE TENANT DOES NOT COME TO COURT FOR THE INITIAL HEARING and does not file a timely Answer to the court, the court may automatically grant default judgment in favor of the landlord. This will result in a writ of restitution being issued and you can be removed from your rental property.

IF THE TENANTS DOES APPEAR IN COURT AND FILES A TIMELY ANSWER, there are several options:

1. Tenants can file their Answer in court at any time on or before the day the Answer is due. Then the Court must set the trial at least seven days (and no more than 10 days) after the Answer is filed.
2. The tenant can agree to voluntarily vacate the property, or the tenant and landlord can agree to certain terms that allow for the tenant to stay in the unit. If such an agreement is reached, it should be put in writing

in the form of a "Stipulated Agreement (Evictions)" (JDF 106 A) and filed with the court. The court can also suggest mediation for the parties to resolve any lease issues.

3. Tenants can pay the landlord the rent they owe and stop the eviction up to the time that the judge issues a judgment. To benefit from this right, the tenant must pay all the rent they owe before the judge issues a judgment.
4. If the tenant and landlord can't reach an agreement, the case can go to trial. At trial, both parties will have an opportunity to present evidence to support their claims.

STEP 4: Writ of Restitution Issued

If a writ of restitution is issued, it means the court has ruled in favor of the landlord and the tenant is required to leave the property. The writ of restitution is the order from the court to the Sheriff which requires a sheriff's deputy remove the tenant from the property. The court shall not issue the writ until 48 hours after entry of judgment.

STEP 5: Possession of Property is Returned

The sheriff's deputy shall not execute upon the writ of restitution until at least 10 days after entry of the judgment. It is the landlord's responsibility to schedule a time for the eviction with the sheriff's department, but it cannot occur earlier than 10 days from when the judgment is issued.