Warranty of Habitability

Every landlord is required to fulfill certain requirements that make the rental property fit for human habitation. (Colorado Revised Statutes § 38-12-503)

A landlord is in breach of this Warranty of Habitability if:

The premises substantially lacks (CRS § 38-12-505):
- Waterproofing and weather protection of roof and exterior walls maintained in good working order, including unbroken windows and doors;
- Plumbing or gas facilities that conformed to applicable law in effect at the time of installation and that are maintained in good working order;
- Running water and reasonable amounts of hot water at all times furnished to appropriate fixtures and connected to a sewage disposal system approved under applicable law;
- Functioning heating facilities that conformed to applicable law at the time of installation and that are maintained in good working order;
- Electrical lighting, with wiring and electrical equipment that conformed to applicable law at the time of installation, maintained in good working order;
- Common areas and areas under the control of the landlord that are kept reasonably clean, sanitary, and free from all accumulations of debris, filth, rubbish, and garbage and that have appropriate extermination in response to the infestation of rodents or vermin;
- Appropriate extermination in response to the infestation of rodents or vermin throughout a residential premises;
- An adequate number of appropriate exterior receptacles for garbage and rubbish, in good repair;
- Floors, stairways, and railings maintained in good repair;
- Locks on all exterior doors and locks or security devices on windows designed to be opened that are maintained in good working order; or
- Compliance with all applicable building, housing, and health codes which, if violated, would constitute a condition that is dangerous or hazardous to a Tenant’s life, health, or safety
- Or otherwise unfit for human habitation

And the residential premises is in a condition that is materially dangerous or hazardous to a Tenant’s life, health, or safety;

AND the landlord has received written notice that premises is uninhabitable or otherwise unfit for habitation and has failed to cure the problem within a reasonable time.
Exceptions to Warranty of Habitability:
- If uninhabitable condition is the result of domestic violence/abuse upon the Tenant, and the Landlord has been given written notice and evidence of the domestic violence/abuse.
- If the uninhabitable condition is the result of a casualty or catastrophe to the dwelling unit, the Landlord may terminate the rental agreement without further liability.

Tenant Remedies
If the premises become legally uninhabitable based on the above criteria, the tenant may have several options:
- Terminate lease
- Injunctive relief (repairs required by court)
- Defense to nonpayment of rent
- Damages claim (rent reduction and other expenses)

Before the tenant is justified to exercise these options, the landlord must also have been given notice of the problem by the tenant and a reasonable time in which to remedy the situation. In order to terminate, the tenant would then give notice in no less than ten and no more than thirty days that the premises are uninhabitable and the landlord has failed to remedy the breach within five days of receipt of the letter to from the tenant. Only in extreme conditions may a tenant vacate the premises and stop paying rent. This remedy should never be attempted without first talking to an attorney.
WARRANTY OF HABITABILITY
SAMPLE LETTER

Sent Via Certified Mail and USPS First Class Mail

Date:

To:  Landlord’s name
     Address

From: Your name
      Address

Pursuant to Colorado’s Warranty of Habitability Law, CRS §§ 38-12-501 et seq., I am notifying you that the residence I am renting contains one or more uninhabitable conditions and is unsafe within the meaning of CRS §38-12-505(1) as explained below. I am requesting that you remedy the condition(s) without delay.

☐ Waterproofing and/or weather protection of the roof and/or exterior walls are not in good working order and/or there are broken windows and/or doors, specifically:

☐ Plumbing or gas facilities did not conform to the applicable law in effect when they were installed and are not maintained in good working order, specifically:

☐ There is no running water and/or insufficient amounts of hot water and/or it lacks appropriate fixtures connected to a sewage disposal system approved under applicable law, specifically:

☐ There is no or insufficient heat and/or the heating facilities do not comply with the applicable law at the time of installation and they are not maintained in good working order, specifically:

☐ The electrical lighting is defective in that its wiring and electrical equipment did not conform to applicable law at the time of installation and/or it is not maintained in good working order, specifically:

☐ The common areas under your control as the landlord are not kept reasonably clean, sanitary, and free from the accumulation of debris, filth, rubbish, and garbage and/or has not undergone appropriate extermination though there is an infestation of rodents and/or vermin, specifically:
☐ My rental home is infested with rodents and/or vermin and you have not appropriately exterminated, specifically:

☐ Insufficient (not enough) enough exterior garbage receptacles for my apartment, specifically:

☐ Floors, stairways and railings are not in good repair, specifically:

☐ Locks on one or more of my exterior doors and/or windows are not in good working order, specifically:

☐ The rental property is not in compliance with all applicable building, housing and health codes in a way that is dangerous or hazardous to my life, health and/or safety, specifically:

☐ The rental property is otherwise unfit for human habitation, specifically:

I believe the issue described above presents a materially dangerous or hazardous condition to my life, health and/or safety. I am hereby directing you to cure the problem. Please be advised, if you fail to repair such conditions within a reasonable time, it will constitute a breach of our lease agreement and the Warranty of Habitability and I may elect to terminate our lease agreement, seek injunction relief from the court or otherwise avail myself of all remedies afforded by Colorado law.

Sincerely,

Your Signature