



## 7. Defenses

### Note to Tenant

- a) Review the *Eviction Complaint* to see why the landlord is evicting you.
- b) For each *Cause* the Landlord claimed, check the defenses you plan to present at trial.
- c) Briefly explain each in [Section 8 – Explanation.] You'll present your full case at trial.
- d) This is only a partial list of defenses. Check with a lawyer for which apply to you.

### 7a) Unpaid Rent

Did your landlord raise unpaid rent claims?

- No. **[Skip to Section 7b]**
- Yes. My Defenses are: (Check all that apply and explain in Section 8)
  - I paid the proper amount of rent due, not the amount the landlord claims.
  - I tried to pay the full rent due within the cure period, but the Landlord refused.  
C.R.S. § 13-40-104(1)(d).
  - I paid partial rent to the Landlord **after** they sent me a Demand for Compliance.  
C.R.S. § 13-40-104(1)(d).
  - {Affirmative Defense – Unfixed Repairs}** Warranty of Habitability  
Complete form *JDF 104 – Unlivable Conditions Affidavit* and file with this form.

### 7b) Defenses for Lease Violations

Did your landlord raise lease violation claims?

- No. **[Skip to Section 7c]**
- Yes. My Defenses are: (Check all that apply. Explain in Section 8.)
  - I did not violate a material condition of the lease.
  - I did not repeat a violation because the alleged violations are not a part of the same lease term. C.R.S. § 13-40-104(1)(e.5).
  - {Affirmative Defense}** If I did violate the lease, it was primarily because the home was in an unlivable condition. C.R.S. § 38-12-507(2)(f).
  - {Affirmative Defense}** If I did violate the lease, it resulted from my disabilities for which I should be granted a reasonable accommodation and allowed to remain a tenant (Federal Fair Housing Act).

### 7c) Defenses for Substantial Violations

Did your landlord raise substantial lease violation claims?

- No. **[Skip to Section 7d]**
- Yes. My Defenses are: (Check all that apply. Explain in Section 8.)
  - Neither I nor anyone I invited onto the property: (*all must apply*)
    - 1) purposefully and substantially endangered the property or other tenants,
    - 2) committed a violent or drug-related felony crime, or
    - 3) committed a criminal act that was a public nuisance under law or could result in jail time of 180 days or more.
  - {Affirmative Defense}** I did not know, reasonably could have known, or prevented my guest from committing a substantial violation. But I did immediately notify law enforcement. *C.R.S. § 13-40-107.5(5)(b)(II)*.

### 7d) Defenses for Ending Tenancy (No-Fault)

Are you being evicted before the end of your lease term?

- Yes. **[Skip to Section 7e]**
- No, my landlord is not renewing my lease.  
My Defenses are: (Check all that apply. Explain in Section 8.)
  - {Affirmative Defense}** The landlord didn't follow the process or qualify for a No-Fault Eviction. (Explain how or why in Section 8). *C.R.S. § 38-12-1306*.

### 7e) General Defenses

My defenses are: (Check all that apply. Explain in Section 8.)

- The Landlord wants attorney or other fees not allowed under the lease or law.
- The Landlord wants illegal or unenforceable late and other fees.
- My notice of an unlivable condition in the home motivated the Landlord to file this case. *C.R.S. § 38-12-509(1.5)*.
- I was served a *Demand for Compliance* but not given the correct cure period of:
  - 5-10 days (normal). *C.R.S. § 13-40-106*.
  - 30 days (federally backed mortgage). *15 U.S.C. § 9058(a)(2)*.

**Affirmative Defenses:**

- Violation under the Unfair Housing Act C.R.S. § 13-40-113(2.5).  
The landlord violated one of the provisions of the Unfair Housing Act under C.R.S. §§ 24-34-501 to 509. (Explain which provision and how it was violated in Section 8).

*Examples Include:     Discrimination based on gender identity, marital/familial status,  
national origin, race, religion, sex, sexual orientation ...*

- Failure to Attend Mandatory Mediation C.R.S. § 13-40-110(d).  
*All (1 through 4) must apply:*

- 1) I'm enrolled in one of the following benefits programs: *(must check at least one)*
  - Supplemental Security Income      Social Security Disability Insurance
  - Cash Assistance through the Colorado Works program. And,
- 2) I notified the landlord, in writing, that I received that benefit. And,
- 3) The landlord has or is believed to have six or more rental units. And,
- 4) The landlord failed to schedule and attend mediation before filing the case.

**7f) List All Other Defenses** *(if any)*

*(Examples may include issues of standing, service, or notice. Be sure to explain in Section 8.)*

- 1)
- 2)

**8. Explanation**

Briefly explain your side of the situation. You'll present your full argument at trial.  
How do you think the defenses you checked apply? What facts do you think the Complaint got wrong?

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**9. File Online (no fees)**

You can submit this form to the court (*file*) and send it to the landlord (*service*) online for free at:

**Colorado Courts Efiling**  
[[www.jbits.courts.state.co.us/efiling](http://www.jbits.courts.state.co.us/efiling)]  
**Note:** Not available for cases in Denver County Court.

**10. Certificate of Service**

On (*enter service date*)

I certify that I sent a copy of this document to the other parties by: (*select one*)

- Colorado Courts E-Filing. [[www.jbits.courts.state.co.us/efiling](http://www.jbits.courts.state.co.us/efiling)]
- Regular Mail, addressed to: (*name*)  
*Full address:* \_\_\_\_\_  
\_\_\_\_\_
- Delivery through Court Clerk. (*only available in county court cases – must file at the courthouse*)
- Other: (*explain*)

**11. Tenant Signature**

I declare under penalty of perjury under the law of Colorado that the foregoing is true and correct.

Executed on the (*date*)                      day of (*month*)    (*year*)  
at City: (*or other location*)  
and State: (*or country*)

Print Your Name(s):

Your Signature(s):

Lawyer Signature: (*If any*)

**12. Additional Information** (if any)