



## 7. Facts in the Complaint

What information in the *Eviction Complaint* do you believe is inaccurate? (leave blank if none)

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*Attach more pages as needed.*

## 8. Note to Home Owner: Defenses

- 1) Review the *Eviction Complaint* to see why the Park is evicting you.
- 2) For each ground (*claim*) the Park gives, check only the defenses that apply to you.
- 3) Be prepared to present each defense you list at trial.
- 4) This is only a partial list of defenses. Check with a lawyer to see which apply to you.

### 8A. Unpaid Rent

- If checked, there are no unpaid rent claims. [Skip to Section 8B.](#)
- The Park is evicting me for unpaid rent. My defenses include:
  - I don't owe the amount of money the Park claims. I paid the proper amount due.
  - I tried to pay the full rent due within the cure period, but the Park refused. C.R.S. § 13-40-104(1)(d).
  - The Park did not give me a 10-day cure period. C.R.S. § 38-12-204(1).
  - The unpaid rent is from an improper rent increase. An improper rent increase includes increases without 60 days written notice, done more than once a year, or when the Park doesn't have current registration or has unpaid penalties to the Division of Housing. See C.R.S. § 38-12-204(2)-(4).
  - The Park waived their right to evict me by accepting partial payment of rent after sending me a Demand for Compliance. C.R.S. § 13-40-104(1)(d).
  - The Park wants attorney or other fees not allowed under the lease.
  - The Park wants illegal or unenforceable late and other fees.

### 8B. Defenses for Rule Violations

- If checked, there are no rule violation claims. [Skip to Section 8C.](#)

- The Park is evicting me for rule violations. My defenses include:
  - I comply with the rule the Park claims I violated.
  - The Park did not serve a Notice to Quit for the violation. C.R.S. § 38-12-202(1)(a).
  - The Park did not give me 90 days to cure the non-compliance. C.R.S. § 38-12-202(3).
  - The Park rule is not enforceable because: *(check all that apply)* C.R.S. § 38-12-203(1)(b).
    - The rule is not necessary to prevent material damage to property or someone's health or safety.
    - The rule was not established in the written rental agreement at the beginning of my tenancy. Or, the rule was established or changed after I started my tenancy without my consent and 60 days written notice.
  - [Affirmative Defense - Disability]** If I did violate the lease, it resulted from my disabilities, for which I should be granted a reasonable accommodation and allowed to remain on the lot (Federal Fair Housing Act).

Explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*Attach more pages as needed.*

**8C. Defenses for Ending Tenancy**

- The Park is only ending my tenancy to give the lot to another trailer. C.R.S. § 38-12-205.
- Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*Attach more pages as needed.*

**8D. General Defenses**

I raise the following defenses to the *Eviction Complaint*: *(Only check defenses that apply to you)*

**Affirmative Defenses**

- Violation under the Unfair Housing Act C.R.S. § 13-40-113(2.5).

The Park violated one of the provisions of the Unfair Housing Act under C.R.S. §§ 24-34-501 to 509.

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

Explain which provisions and how the Park broke them *(required to raise this defense)*

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*Attach more pages as needed.*

- Failure to Attend Mandatory Mediation C.R.S. § 13-40-110(d).

*To be eligible for this defense, all of the following (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, or  
 Cash Assistance through the Colorado Works program. And,

2) I notified the Park, in writing, that I received that benefit. And,

3) The Park has or is believed to have six or more rental units. And,

4) The Park failed to schedule and attend mediation before filing the case.

- All Other Defenses:**

*(Be sure to explain.)*

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*Attach more pages as needed.*

### **9. Note to Home Owner: Counter and Cross Claims**

- 1) Most cases do not have counter or cross-claims. Additional court fees apply.
- 2) Be sure you have legal grounds to bring a claim. The facts in your case must support those claims. If not, you may have to pay the other's attorney fees and court costs.
- 3) You will have to prove any claims you raise at trial.

#### **9A. Counter and Cross Claims *(optional)***

- If checked, please see the counterclaims I've attached.  
 If checked, please see the crossclaims I've attached.

**10. Jury Demand**


If checked, I demand a trial by jury. *(Additional non-refundable fees apply.)*

**Note:** *Not all claims are entitled to a jury trial.*

**11. File Online**

You can submit this form to the court *(file)* and send it to the landlord *(service)* online 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. In those cases, users may email documents to [DccCivilAnswers@DenverCountyCourt.Org](mailto:DccCivilAnswers@DenverCountyCourt.Org)

**Fee Waivers**

To waive court fees, also submit forms:

- *JDF 205 – Motion to Waive Fees and JDF 206 – Order re Court Fees.*
- *Or if you receive certain public benefits, use form JDF 209 – Notice of Fee waiver.*

**12. Certificate of Service**

I certify that on *(enter date)* \_\_\_\_\_, a copy of this document was sent to the other parties by: *(select one)*

- Colorado Courts E-Filing. *(see Section 11)*
- Regular Mail, addressed to:  
*Name & full address:* \_\_\_\_\_
- Other: *(explain)* \_\_\_\_\_

**13. Verified 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: \_\_\_\_\_

Your Signature: \_\_\_\_\_

Lawyer Signature: *(If any)* \_\_\_\_\_