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| JDF 103 | Eviction Answer (Residential Tenancy) | |
| 1. Court <input type="checkbox"/> District <input type="checkbox"/> County Colorado County: _____ Mailing Address: _____ | <i>This box is for court use only.</i> | |
| 2. Parties to the Case Landlord: <i>(Plaintiff)</i> _____ v. Tenant: <i>(Defendant)</i> _____ | | |
| 3. Filed by Name: _____ Mailing Address: _____ City: _____ St: _____ Zip: _____ Phone: _____ Email: _____ | 4. Case Details Number: _____ Division: _____ Courtroom: _____ | |

5. Background

I submit this Answer under C.R.S. § 13-40-113. I swear or affirm the following is true:

This Answer Contains

- Affirmative Defenses.
- Jury Demand. (Non-refundable fee. Only specific claims can be decided by a Jury)
- Counter/Cross Claims. (Attach claims, if any.)

6. Tenant Information

Do you need an interpreter? No. Yes, in *(language)* _____

I want to attend court events: In-person. Remotely. *(by phone or web video)*

To ever change how you appear for court events:

- a) Complete form *JDF 105 – Notice about Remote Hearings*.
- b) File at least 48 hours before an event.

If *different* from [Section 3] above, my *(the Tenant's)* contact information is:

Full Name: _____

Mailing Address: _____

Phone: _____ Email: _____

Always keep your contact info updated. Use form *JDF 88 – Contact Information Change*.

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.)
 - I, nor anyone I have invited onto the property, did not: (*all must apply*)
 - 1) purposefully and substantially endanger 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)*.

9. 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]
Note: Not available for cases in Denver County Court.

Fee Waivers

To waive court fees, submit forms *JDF 205 – Motion to Waive Fees* and *JDF 206 – Order*.

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]
- Regular Mail, addressed to:
Name & full address: _____
- 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)