

Understanding the Eviction Process



Panel Discussion

Panel members:

- **Judge John Stenger**, Rio Grande County Court Judge
- **Benjamin Pacyga**, Private Attorney
- **Chad Keizer**, Staff Attorney, Colorado Legal Services
- **Roxy Gehring**, Center for Restorative Programs
- **Sean Weiland**, Director of Crisis Prevention, La Puente

Facilitated by Ronnie Mondragon

12th Judicial District Research Attorney



Why are we here?

- Access to Justice Committee
 - Educate community members about court processes and provide resources for better access to the courts
- Important for tenant, landlord, and court that landlords understand how to proceed with an eviction correctly and understand and respect tenants' rights in the process
 - Less confusion = less conflict



What to expect from this presentation:

- General overview of how the eviction process works with emphasis on recent changes.
- Conditions residences must be kept in
- Rental Assistance
- Local resources/mediation program
- Panel discussion
- NOT COVERED: Special rules for evictions in a mobile home park; foreclosure evictions; collection of a money judgment; appeals

Before you begin... know your lease agreement!

Lease agreement does not necessarily have to be written to be enforceable, but it is preferable because it will make the terms clear for the landlord, tenant, and court, if necessary

- **Lease agreement should contain information/terms including:**
 - Term/duration of lease
 - Type and length of notice required to terminate the tenancy
 - What actions will constitute a violation of the lease and what happens when such a violation occurs



Resources for Eviction and Foreclosure Prevention

DOLA Emergency
Rental Assistance

<https://cdola.Colorado.gov/office-of-homeless-initiatives>

Requires a Court
Summons

Need ID, lease,
ledger, proof of
income, and
client narrative

2-1-1

<https://search.211colorado.org>

Assistance
Finding Food
Paying House
Bills

Accessing Free
Childcare
Other Essential
Services

La Puente Home, Inc.

www.lapuentehome.org

(719)589-5909

Requires an
Eviction
Notice/Demand

Need ID, lease,
ledger, proof of
income, and
client narrative

Resources for Eviction and Foreclosure Prevention (Continued)

SLV Pro Bono

- Free Consultation
- Legal Help with Eviction
- slvprobono1@hotmail.com
- (719)589-6534

Colorado Legal Services

- Provides Legal Assistance to Low-Income Individuals
- (719)589-4993
- <https://www.coloradolegalservices.org/>
- Holds Free Monthly Clinics (844)404-7400
 - 3rd Wednesday of the Month

Community Economic Defense Project

- Fighting Evictions and Homelessness in Colorado
- Legal Help for evictions
- <https://cedproject.org>

Colorado Poverty Law Project

- Matching Low-Income Coloradans with Volunteer Attorneys
- <https://www.copertylawproject.org>
- Holds Monthly Clinics Regarding Eviction and Housing Concerns

Resources for Eviction and Foreclosure Prevention (Continued)

Center for Self-Reliance	<ul style="list-style-type: none">• Assists Elderly, and Disabled• SLV@ILCPUEBLO.ORG• (719)289-0789
Brothers Redevelopment	<ul style="list-style-type: none">• Elderly, Low-Income, and Disabled Housing Solutions• ehap@brothersredevelopment.org• (844)926-6632
The Salvation Army	<ul style="list-style-type: none">• Food Assistance, Utility Assistance, Connection Center• westernusa.salvationarmy.org/intermountain_us_west/covid-19-get-help/• (855)768-7977
Colorado Resource Network	<ul style="list-style-type: none">• Connecting Community and Legal Resources• www.coloradoresourcenetwork.com
Renters Avenue	<ul style="list-style-type: none">• https://www.rentersavenue.com/
Self-Help Assistance	<ul style="list-style-type: none">• Lisa Mizell• (719)589-7621• 12selfhelp@judicial.state.so.us

If you don't know where to start, you can always call the Eviction Hotline at (719) 301-5466

Free Mediation services are available, and in some counties are court ordered. You can set up mediation at any time during the process by calling (719)480-8728

Free Mediation Services

Center for Restorative Programs



Referrals:

- Call CRP Directly
- From the Court
- From La Puente
 - Those in needs of assistance are assigned a caseworker to help with rental assistance and other resources.

Process:

- Both Landlord and Tenant to contact CRP
- CRP will hear from each side individually
- CRP schedule a time to meet for mediation

Outcomes:

- Successful mediation: we send the agreement to court
- Agreement not reached: we let the court know the parties attempted mediation and opted to go through court instead
- Mediation not reached: if one party can't be contacted, mediation not possible.

“FOR CAUSE” EVICTION POLICY

- In general, landlords now must have a reason before they can end a tenancy. If the For Cause Eviction Policy applies, **a landlord cannot refuse to renew a tenancy or end a lease unless they have a reason to do so.**
- Enacted on April 19, 2024.



Who does the “For Cause” protections apply to?

To All Residences, except:

- Short-term rentals (such as Airbnbs): Rental for less than 30 days for “temporary, recreational, business, or transient purposes”
- Owner-occupied or master-tenant occupied primary residences that are a single-family home, duplex, or triplex
 - Owner occupied includes where the owner lives on the same lot and must be the owner’s “primary residence.”
- Mobile home occupied by homeowner or tenant with a lease-to-own/purchase option
- Employer-provided housing
- New tenants - less than 12 months
- Unknown tenants: “A residential tenant who is not known to the landlord to be a tenant of the residential premises.”

What is “cause” for an eviction?

Traditional “Causes”

- ❑ Nonpayment of rent
- ❑ Material violation of lease
- ❑ Substantial violation of lease
- ❑ Repeat violation of lease
- ❑ Possession after sale or conveyance by personal representative

“No fault” causes for eviction

- Demolition or conversion of residence.
- Substantial repairs
- Family of landlord moves in.
- Selling the residence.
- Tenant refuses to agree to a reasonable new lease.
- History of nonpayment of rent.

Terminating a Tenancy



Notice is Required

- ❑ Ending a tenancy with no definite end date
- ❑ Termination due to violation of terms of lease agreement.
- ❑ Proceeding with a “no fault” eviction.

No Notice is Required

- ❑ Only in limited circumstances where “for cause” policy does not apply.

- Landlord CANNOT simply lockout a tenant or turn off heat, electricity, water or other utilities
 - Called a constructive eviction and it is a violation of the tenant's rights and may result in liability on the part of the landlord for tenant's damages
- Landlord CANNOT simply call the Sheriff to come and remove a tenant—Sheriff's office will not assist in removing a tenant without a court order directing them to do so

Starting the Eviction process:

What NOT to do



Starting the Eviction Process: Written Notice to Tenant



- The eviction process should **always begin with written notice to tenant**—the type and length of notice may depend on why eviction and type of tenancy
- Check the terms of lease first
- Now three types: A **Notice to Terminate Tenancy**, a **Notice of No Fault Eviction**, or a **Demand for Compliance**.
- Form notices available on courts website:
 - www.courts.state.co.us
 - Click on “Self Help/Forms”, then select Self-Help Category of “Housing Cases.”

Notice of No-Fault Eviction

If a landlord is not renewing a lease and the “for cause” protections apply, and the landlord does have a valid reason for not renewing the lease, then the landlord should give a Notice of No-Fault Eviction.

JDF 99 C	Notice of No-Fault Eviction Residential Eviction Notice
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To: *(tenant's name)* _____ And any other occupants.

I'm issuing this notice under Colorado Revised Statutes (C.R.S.) section (§) 38-12-1303.

Must give Notice of No-Fault Eviction at least 90 days before proceeding with eviction.

Notice to Terminate Tenancy

- Used when landlord does not want to renew lease *and* “For Cause” policy does not apply.
- Length of notice depends on term of tenancy—see C.R.S. §13-40-107
- Notice period calculated from **end of term** (e.g. 21 days from end of month)

Term of Tenancy:	Length of Required notice:
1 year or more	91 days
6 months or more, but less than 1 year	28 days
1 month or more but less than 6 months	21 days
1 week or more, but less than one month; tenancy at will	3 days
Less than 1 week	1 day

Notice to Terminate Tenancy

Repeat Minor Violation

- Clearly indicate the provision/term of lease violated
- Must have given previous notice for same violation
- Tenant has 10 days to leave property (3 days for nonresident tenancy or an employer-provided housing tenancy, 5 days exempt residential agreement)
- Does not give tenant the opportunity to cure by complying with term of lease

Substantial Violation

- Tenant has 3 days to leave property
- Does not give tenant opportunity to cure violation
- Notice must indicate violation and must fall within statutory definition of “substantial violation”
- **There are some exceptions—e.g. for victims of Domestic Violence (can still evict offender)**



“Substantial Violation”

Refers to an action by the tenant or a guest or invitee of the tenant that occurs on or near the property and:

- Endangers the person or willfully and substantially endangers the property of landlord, co-tenant or person living on or near premises;
- Is a violent or drug-related felony; or
- Is declared a public nuisance and carries a potential sentence of 180 days or more.

See C.R.S. § 13-40-107.5

Notice to Terminate Tenancy

JDF 99 B	Notice to Terminate Tenancy Residential Eviction Notice
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To: *(tenant's name)* _____ And any other occupants.

I'm issuing this notice under Colorado Revised Statutes (C.R.S.) section (§) 13-40-107.

1. Move-Out Date

The Landlord terminates your tenancy of the premises described below as of

Date: _____

Time: _____

You must leave and surrender possession of the premises on or before then. If you don't leave, the Landlord may start a court case to regain possession of the premises.

Note on Move-Out Date

- The date must be further out than the minimum Notice Needed.
- Find the Notice Needed listed with each "Reason for Termination" in Section 2.

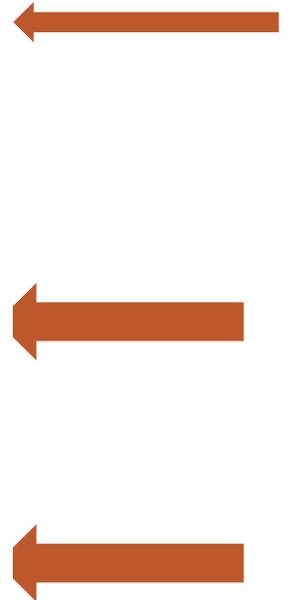
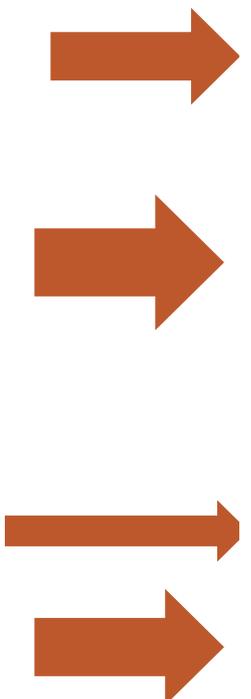
2. Reason for Termination *(check one)*

a) Nonrenewal of a Periodic Lease or Tenancy

The periodic tenancy will end, or the Landlord will not renew a fixed-term tenancy:

Qualification

The Landlord can refuse to renew the lease because: *(check one)*



Notice to Terminate Tenancy

2. Reason for Termination *(check one)*

a) Nonrenewal of a Periodic Lease or Tenancy

The periodic tenancy will end, or the Landlord will not renew a fixed-term tenancy:

Qualification

The Landlord can refuse to renew the lease because: *(check one)*

- The property is a short-term rental.
- The property is a single-family home, a duplex, or a triplex. The Landlord lives on the property *(or an adjacent property)* as their primary residence.
- The property is leased pursuant to an employer-provided housing agreement.
- The Tenant has been a resident for less than a year.

Fixed Term Length *(check which applies)*

Notice Needed

- | | |
|--|---------|
| <input type="checkbox"/> 1 year or longer | 91 Days |
| <input type="checkbox"/> 6 months, but no more than 1 year | 28 Days |
| <input type="checkbox"/> 1 month, but not more than 6 months <i>(month-to-month tenancy)</i> | 21 Days |
| <input type="checkbox"/> 1 week, but not more than 1 month <i>(or at will tenancy)</i> | 3 Days |
| <input type="checkbox"/> Less than a week | 1 Day |

Steps in Giving Notice:

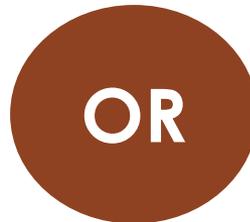
1) Service of Notice—Notice must be hand delivered to tenant or posted in conspicuous place on property *after attempting personal service at least twice on two separate days.*



2) Wait notice period—Starts on **day after** notice posted and cannot end on a Saturday, Sunday or holiday (will run to next business day).



3)a. Tenant gets out or complies—end of process.



3)b. Tenant does not leave property—start an FED (eviction) case with the court.

Demand for Compliance or Right to Possession

Non-payment of Rent

- Identify amount of rent owed and dates owed for
- Gives tenant 10 days (3 days if nonresident agreement or an employer-provided housing agreement, 5 days if exempt residential agreement) to leave property OR comply by paying rent owed

Material violation of lease

- Must specifically allege how tenant violated lease.
- Gives tenant 10 days (3 days if nonresident agreement or an employer-provided housing agreement, 5 days if exempt residential agreement) to leave property OR comply by curing lease violation

Demand for Compliance or Right to Possession

JDF 99 A	Demand for Compliance Residential Eviction Notice
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To: *(tenant's name)* _____ And any other occupants.

I'm issuing this notice under Colorado Revised Statutes (C.R.S.) section (§) 13-40-106.

1. Move-Out Date

Unless you cure the grounds listed below, the Landlord terminates your tenancy as of

Date: _____

Time: _____

You must leave and surrender possession of the premises on or before then.

Note on Move-Out Date

- The date must be further out than the minimum Notice Needed.
- Find the Notice Needed in Section 2, "Time to Cure".

2. Time to Cure

You can stop an eviction by fixing the problems below within the following timeframe:

(Check one. The timeframe starts from the date served.) **Notice Needed**



Demand for Compliance or Right to Possession

b) **Comply with the Lease**

Note which material lease term the Tenant violated and explain what happened:

For substantial violations (C.R.S. § 13-40-107.5(3)), use JDF 99 B - Notice to Terminate Tenancy.

c) **Stop Disturbing Conduct**

The Tenant's conduct is disturbing or causing a nuisance to the quiet enjoyment of:

- The Landlord *(if they live on or adjacent to the property)*.
- The other occupants of the property.
- The property's neighbors.

Explain the conduct and any damage to the premises:

Steps in Giving Demand for Compliance:

JDF 99 A	Demand for Compliance Residential Eviction Notice
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1) Service of Demand for Compliance—Demand must be hand delivered to tenant or posted in conspicuous place on property **after attempting personal service at least twice on two separate days.**



2) Wait for required demand period—Starts on **day after** notice posted and cannot end on a Saturday, Sunday or holiday (will run to next business day).



Steps in Giving Demand for Compliance:

Notice and
Demand for Compliance
and Right to Possession

Continued...



3) During the demand period, mediation **must** be held if the tenant qualifies and the landlord is not exempt or if it is required by judge (next slide)



4)a. Tenant gets out or complies—end of process.

OR

4)b. Tenant does not comply or leave property—start an FED (eviction) case with the court.

Everything in tenant's primary language



All demands and notices must be written in the tenant's primary language.



Mediation through Office of Dispute Resolution

A tenant qualifies for mandatory mediation through ODR if they receive SSI, SSDI, or TANF.

Any demand issued must include a statement informing the tenant about mandatory mediation.

If a tenant qualifies, they should let the landlord know in writing immediately.

After landlord learns that tenant qualifies, landlord should schedule mediation with tenant and the Office of Dispute Resolution online or at 720-625-5940.

A landlord with five or fewer properties is exempt from having to do mandatory mediation with the tenant.



WHAT is needed to start a court case?

- Complaint (Form JDF 101)
 - Attach copy of written lease, if any
 - Attach copy of Notice served on tenant

- Summons (Form CRCCP 1A)
 - If you are not represented by an attorney, complete the top portion only and clerk will fill in the rest when you file. The Summons must include resource list (provided by and updated by the Department of Local Affairs).
 - The clerk will schedule a return date that should be between 7 and 14 days from the day you file

- Answer (JDF 103), Request for Documents (Form 185 SC), Fee Waiver (JDFs 205 and 206) and Resource List (Form 186 SC).
 - Leave these blank and include with the documents served on the tenant.

- Filing fee
 - County Court if Less than \$1,000 Filing Fee \$85
 - County Court if \$1,000 up to \$15,000 Filing Fee \$105
 - County Court if \$15,000 up to \$25,000 Filing Fee \$135
 - District Court is anything above \$25,000 Filing Fee \$235

JDF 101	Eviction Complaint and Affidavit (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: _____ (Also called the Plaintiff) v. Tenant: _____ (Also called the Defendant) <input type="checkbox"/> And any and all other occupants.		
3. Filed by: Name: _____ Mailing Address: _____ City: _____ St: _____ Zip: _____ Phone: _____ Email: _____		4. Case Details: Number: _____ Division: _____ Courtroom: _____

5. Background

I submit this complaint pursuant to C.R.S. § 13-40-110(a). I affirm the following facts as true:

Service of Summons and Complaint

- The tenant must be served with the Summons and Complaint by someone who is over 18 and not related to your case (e.g. a process server or law enforcement)
 - Whoever serves the tenant should complete an affidavit of service (form JDF 98)
- The tenant must be served **no later than** 7 days before the return date.
- Service should be accomplished by handing the papers directly to the tenant or a member of his family over 18, if possible. If not possible, service can be accomplished by posting the papers in a conspicuous location on the property and mailing a copy to the tenant
 - **Note:** If service is accomplished by posting and mailing, rather than personal service, the court can enter an order regarding possession of the property, but will not be able to enter a money judgment for back rent, damages, etc.

Possible defenses may include:

- Did not receive/inadequate notice or improper service of notice*
- Improper service of Summons and Complaint*
- Tenant paid rent or cured violation within the Notice period
- Tenant tried to pay rent within the notice period, but landlord refused payment
- Landlord agreed to accept late rent payment or accept work in trade for rent

****defense must be raised in answer, cannot be raised for 1st time at trial***

Tenant may file an Answer to the Complaint on or before the court date

DO NOT IGNORE A TENANT'S ANSWER

- **Answer may contain defense to your Complaint you will need to address in court**
- **Answer may contain a counterclaim against landlord**
- **Along with Answer, Tenant may demand a jury trial on factual issues in FED-possession cases.**

Possible Defenses: Continued

- ❑ Landlord accepted rent after lease violation occurred and/or notice given
- ❑ No lease violation or failure to pay rent occurred
- ❑ Eviction for substantial violation—actions do not meet requirements of “substantial violation”
- ❑ Eviction for substantial violation—victim of domestic violence
- ★ Tenant able to pay the landlord rent owed before the judge orders possession for the landlord.
- ❑ Tenant used rent money to repair premises and deducted cost from rent after giving notice to landlord of repairs needed and landlord fails to make repairs
- ❑ Landlord failed to offer mandatory mediation.
- ❑ Landlord evicting tenant in retaliation for tenant making report to government about landlord or property
- ❑ Eviction due to unlawful discrimination

Warranty of Habitability Law

-Before SB24-094

Every residence must be habitable.

List of conditions in the statute (38-12-505)

- Lack of functional appliances;
- Lack of weather protection;
- Lack of functional plumbing or gas facilities;
- Lack of running water and reasonable amounts of hot water;
- Appropriate extermination of pests;
- Non-functioning locks;
- Compliance with building codes;
- Reasonably clean and safe common areas.



Beyond that, must be in a condition that does not “materially interferes with the tenant’s life, health, or safety.”

What should a tenant do?

Provide notice to your landlord

- Always should be in writing using whatever method your landlord normally communicates with you.
- Describe the condition and use pictures if helpful.
- Give the landlord permission to enter the property.
- Tell the landlord what steps you will take if the landlord does not take action.
- Do NOT try and fix the condition yourself (unless there is a written agreement with the landlord to do so)

What should a landlord do?

1. Respond to tenant's notice within 24 hours to tell them what steps you will take to fix.
2. Begin to take action to fix the conditions as soon as possible.
 - If the condition is threatening the health of the tenant, within 24 hours. If it is a condition listed above, within 72 hours.
 - If the tenant's health is threatened, provide another place for the tenant to stay.

Tenant's Remedies

1) End the lease agreement and move out.

- Must give your landlord at least 5 business days to begin fixing after you gave notice.

2) Get a court order requiring your landlord to fix the condition and/or compensate the tenant.

3) Deduct the cost of fixing the condition from the monthly rent.

All of these steps require that the tenant to follow specific procedures, and failure to do so can result in the tenant owing more money to their landlord.

It is highly recommended that the tenant contact an attorney before moving forward with these steps.

Tenant's Remedies Continued...

The tenant can bring these conditions up as an “affirmative defense” if they are being evicted.

Court <input type="checkbox"/> District <input type="checkbox"/> County Colorado County: _____ Court Address: _____	▲ Court Use Only ▲
Plaintiffs: _____ & Defendants: _____	
Filed by: Name: _____ Address: _____ Phone _____ Fax: _____ Email: _____ Bar Number: _____ <small>(For lawyers)</small>	Case Number: _____ Division: _____ Courtroom: _____
Unlivable Conditions at Home - Affidavit (AFFI) <i>(Affirmative Defense)</i>	

Use JDF 104

The tenant may be required to deposit the amount of rent due to the landlord, depending on their income.

I submit a breach of warranty of habitability affirmative defense, under C.R.S. § 38-12-507(1)(c), to the Plaintiff's eviction claims for non-payment of rent.

Landlord's Defenses



- The tenant's misconduct has caused the condition.
- The tenant's actions or inactions have prevented you from fixing the condition.
- The condition was caused by a third party not under your control and you have done what you can to fix the condition.



Warranty of Habitability Law

Lots of Changes as of May 3, 2024

SB24-094 Safe Housing for Residential Tenants

https://leg.colorado.gov/sites/default/files/2024a_094_signed.pdf



In a nutshell:

SB24-094 expands grounds for WoH claims and the available relief if claims are successful. It expands on various definitions (e.g., “appliance” includes “air conditioner unit”). The Act also clarifies procedures for LL and T when a claim is alleged and creates specific discovery procedures.

Other Changes Implemented by SB24-094 include:

- Requires rental agreements entered into after 1/1/25 to contain a statement in bold font in English and Spanish regarding where a T can report or deliver written notice of an unsafe or uninhabitable condition;
- Creates a rebuttable presumption that a LL has failed the LL's duties to remedy or repair a condition if the condition continues to exist either 7 or 14 days after the LL has notice of the condition, depending on the condition at issue;
- Requires a LL to maintain all records relevant to a T's claim and any remedial actions taken by the LL;
- Establishes procedures for when a LL may enter the dwelling unit of a T to address an uninhabitable condition and identifies circumstances in which a T may deny a LL entry to the dwelling unit;
- Requires a LL to provide a T with a comparable dwelling unit or hotel room for up to 60 days while the LL addresses any uninhabitable conditions that materially interfere with the T's *life, health, or safety*;

SB24-094 Cont'd:

- Allows Ts to obtain an ex parte TRO if the condition materially affects *life, health, or safety*, LL had notice, and LL failed to repair
- Clarifies certain conditions or characteristics of residential premises that are considered uninhabitable;
- Creates a rebuttable presumption that certain conditions and characteristics of a residential premises materially interfere with a T's *life, health, or safety*;
- Modifies a T's option for remedies when bringing a claim against a LL;
- Prohibits retaliation and specifies what actions constitute retaliation by the LL; and
- Provides guidance to courts in calculation of actual and punitive damages for breach of WoH.

BEFORE the court date

**Note: The court date on the summons is a deadline for the tenant to file an Answer. If the tenant files an Answer, a trial date will be set between 7 and 10 days later (C.R.S. 13-40-113(4)(a))*

You may be required to participate in **mediation** prior to your court date

- If you and the tenant come to an agreement, you can file a Stipulation (written agreement signed by both of you) with the court and ask to vacate the hearing.

Prepare for your court appearance.

- On October 21, 2024, the Colorado Supreme Court held parties may demand a jury trial on factual disputes in FED-possession cases – (more on this in next slide).
- You are responsible for getting any evidence you want to present to the court—this means arranging for any witnesses to be available to testify and having 3 copies of any documents, pictures, or other evidence with you when you come to court



Jury Trials in FED-Possession Cases

In re Mercy Housing Management Group Inc. v. Bermudez, 2024 CO 68
(announced 10/21/24)

Issue Court Considered and its Conclusion:

“The question for us is whether [the tenant] is entitled to a jury trial on the factual disputes underlying this FED-possession action.” *Id.* at 2.

“[W]e hold that there is a right to a jury trial on any factual disputes in FED-possession actions.” *Id.* at 3.

Additional Points:

“[S]o long as landlords or tenants timely demand a jury trial and pay the requisite jury fee in an action for the recovery of real property, they are entitled to a jury trial on all **issues of fact**, regardless of whether the plaintiff seeks money damages.”

“[I]n order to receive a jury trial, a party must timely request a jury and pay the jury fee.”

“[T]he parties may waive a trial by jury.”

The Trial



- As the Plaintiff, you will have the burden of proof, so it will be your job to prove what you are claiming
 - Includes proving damages—do you have before and after pictures? Checklists?
- Both sides will have the opportunity to give testimony, have witnesses testify, and present evidence to the court
- The judge and the other party will be able to ask you (if you testify) and any of your witnesses questions
- You will be able to ask questions of the tenant (if he/she testifies) and any of the tenant's witnesses
 - Make sure to actually ask questions, and not argue or talk over the witness
- Remember to be organized, prepared, and respectful at all times

The Trial Cont'd

Jury Trials

Either party can demand one, but the fee must be paid at the time of the demand.

Jury trials will be more involved than court trials:

- You'll need to prepare for jury selection
- Depending on the judge's preferences, you may have to create juror notebooks
- You'll have to consider jury instructions



After trial → if you win

Order for Possession

- Judge orders possession of the property returned to you.
- After 48 hours, you can ask the court to issue a Writ of Restitution (form JDF 103)
- The Writ of Restitution directs the Sheriff to assist you in forcibly removing the tenant from the property. The Sheriff cannot “execute the writ” (remove the tenant) until at least 10 days have passed since judgment was entered, or 30 days if the tenant receives SSI, SSDI, or TANF.

Money Judgment

- Judge enters a judgment in your favor for back rent, damages, etc.
- May be an additional hearing on damages after possession returned to landlord
- Court costs usually awarded to prevailing party—whether attorney fees awarded depends on terms of your lease agreement
- Can collect like any other money judgment, but it is your responsibility—the court does not do this for you
- For more information see Form JDF 82 on the Courts website



Removing the tenant and belongings from property

- If the court issues a Writ of Restitution, it will be your responsibility to make arrangements with the Sheriff's office to go execute the Writ
- The Sheriff's office will supervise, but likely will not participate in physically removing any of tenant's belongings from property—it will be your responsibility to make arrangements to have someone physically move the belongings
- If you (or someone under your direction) are physically moving the belongings, you can legally move them as far as the street and you have no further obligation—if you undertake to store the possessions, you may be taking on additional obligations/liabilities
- Abandoned property—See C.R.S. § 38-20-116 or consult an attorney



THANK YOU FOR
COMING!!!

Special Thanks!

- 12th Judicial District Access to Justice Committee
- Center for Restorative Programs
- La Puente
- Century Property Management and Sales, LLC