

Demand for Compliance

Residential Eviction Notice

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**

CARES Act Property: **30 days**

CARES Act Properties include: *See 15 U.S.C. § 9058(a)(2).*

- Homes with a federally backed mortgage (FHA, VA, USDA, etc.); or,
- Those that participate in a federally subsidized housing program.

Residential Agreement: **10 days**

Exempt Residential Agreement: **5 days**

Exempt agreements are for Landlords with 5 or fewer rentals, and the 10-day notice is waived in the lease.

C.R.S § 13-40-104(5)(b)

Employer-provided Housing Agreement: **3 days**

I demand that you either cure the grounds for an eviction or leave and surrender possession of the premises described below.

3. Grounds for Eviction

You must: *(check all that apply)*

a) Pay Rent

Pay the Landlord \$ _____ for past due rent.

This is for missed payments due on: *(enter dates)*

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:

4. Description of Premises

Street Address:

City:

County:

Subdivision:

Lot:

Block:

The rent for the premises is \$ _____ per _____

5. Default

The grounds for eviction stated above constitute a default under the terms of the lease. If you fail to fix the default, the Landlord may start a court case to regain possession of the premises.

6. Signatures

Signature: *(Landlord/Property Manager)*

Dated:

Signature: *(Agent/Attorney)*

Dated:

7. Note on Service

C.R.S. § 13-40-108

A copy of this notice must be served by delivery to a known tenant occupying the premises, or by leaving such copy with some person, a member of the tenant's family above the age of fifteen years, residing on or in charge of the premises.

Or, in case no one is on the premises after attempts at personal service at least once on two separate days, by posting the copy in some conspicuous place on the premises.

Date Served:

Signature:

Note to Tenant – Right to Mediation

If you receive:

- Supplemental Security Income (SSI);
- Social Security Disability Insurance (SSDI); or
- Cash Assistance through the Colorado Works Program;

Then you may have a right to mandatory mediation, at no cost to you, before the landlord can start an eviction case in court. C.R.S. § 13-40-106(2).

If you qualify for one of the listed programs, let the landlord know in writing immediately.