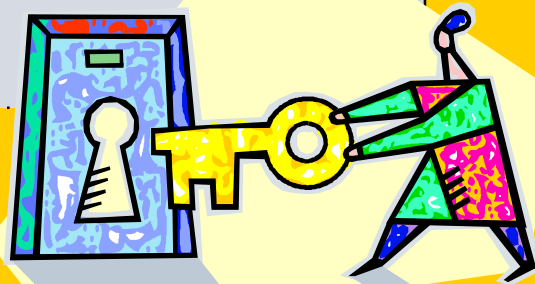
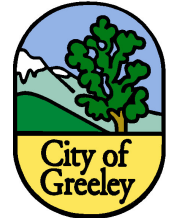


# Greeley Rental Housing Guide

*for  
Landlords & Tenants*

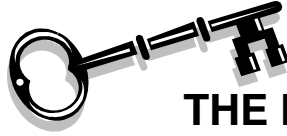
2005 Edition



**THE MASTER KEY**



# THE MASTER KEY



## THE MASTER KEY

### Introduction

Deciding to rent is an important decision – both for the landlord who owns and/or manages the property, and for the tenant who will make the rental their home. Rental housing is governed by a number of local, state, & federal laws that affect such transactions, & it is important that all parties be familiar with these laws before agreeing to lease a property.

Of particular importance is the rental agreement (lease) itself, reached between a tenant & a landlord, for it defines a host of specific conditions both parties agree to for the term of the lease. The rental agreement, in addition to being a legally binding contract, is a partnership. Both tenants & landlords have certain rights & responsibilities that apply to the rental arrangement.

Because being a good neighbor is a crucial component of the rental process, this guide also addresses the necessity of being a positive part of a neighborhood.

The Master Key is intended to be a guide for the rental process by offering information that will hopefully make the rental experience less mysterious, & offer satisfaction to all involved.

The guide is divided into 6 key areas:

- ✓ Section 1 – Finding the Right Rental
- ✓ Section 2 – The Lease
- ✓ Section 3 – Other Issues
- ✓ Section 4 – The Art of Renting
- ✓ Section 5 – Fair Housing & Renters with Disabilities
- ✓ Section 6 – Keys for Success

Special sidebars are provided as quick checkpoints. Occasionally the information is general, & both landlords & tenants will find it useful. In most instances, however:



Denotes information of particular importance to a tenant.



Denotes information of particular importance to a landlord.

Section 6 is the resource section. It includes a glossary of common terms, community resources, & sample forms. Please refer to this section if you need additional help.

Tenants and landlords alike - we hope you enjoy the rental experience!



The Greeley Rental Housing Guide – Master Key is designed as a resource for general information with regard to the City laws and regulations as pertain to rental housing. It is not a legal document.

This guide, while believed to be accurate, should not take the place of legal counsel. If questions arise, it is strongly recommended that an attorney's services be sought. The City of Greeley accepts no responsibility for errors that might be contained in this document

*The Greeley Rental Housing Guide Master Key*  
*was produced through the*  
*Community Development Department*  
*City of Greeley, Colorado*

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# SECTION ONE



## FINDING THE RIGHT RENTAL

There is more to becoming a tenant than seeing a “For Rent” sign, & then signing a lease. And there is more to being a landlord than placing the sign & hoping for a good tenant. Avoid problems by determining first – Is This Unit Right For You?

Some hints before signing a lease:

### ✓ **KNOW THE ZONING & CODES**

- How is the property zoned?
- How many families are allowed in the unit being looked at?
- What constitutes a family?
- Is the building in compliance with local codes & ordinances (such as adequate off-street parking, utility meters, & smoke detectors)?
- If the tenant plans to have roommates, how many persons can inhabit that unit according to zoning laws?
- What are the limitations for guest stays?

### ✓ **SAFETY SHOULD BE OF UTMOST IMPORTANCE!**

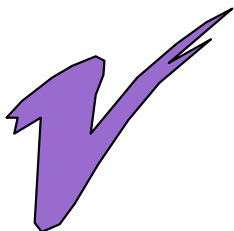
- Lighting – on street, parking areas, at the door
- Locks on windows & doors
- Door & window screens in place & secure
- Stairwells – well lit, railings secure
- For basement units/bedrooms - bedrooms should be well ventilated & away from the furnace; emergency exits should be easily accessible.
- Entire premises - clean, well-maintained
- Kitchen fire extinguisher
- Gas appliances in good order – no natural gas odor
- Smoke & fire detectors present
- Parking – close to the unit

### ✓ **LOCATION –consider:**

- Distance from work, school, public transportation, & other services
- Type – Apartment, condo, townhouse, duplex, mobile home, rental-to-share, room in private house
- Area schools – If children are involved, are the designated schools acceptable? If not, can children be transferred to the school of choice?
- Proximity to services needed – laundromat, medical care, grocery, etc.
- Is the location one in which tenants will feel safe & comfortable with the surroundings & other persons in the neighborhood?



**Tenants** should closely inspect the entire premises, including everything from the provided furniture to mechanical systems. If possible, talk with the current tenant about any problems they've encountered with the unit and/or the landlord. Just as the landlord should ask for references on the tenant, so should the tenant request references on the landlord.



**Landlords** – A wise practice is to be proactive when it comes to tenant references. Prior to offering a lease, talk with former landlords. Check the references carefully – past rental history, income, and employment. It could save you headaches down the road.

## ✓ COST

- Is the unit affordable & in line with what tenant budgeted?
- What is included in the rent payment – electricity, gas, trash pick-up, extended cable, water? (Utility deposits may be required, particularly for 1<sup>st</sup>-time renters.)
- What additional living expenses are expected – Internet access, garage or covered parking space, phone, maintenance, furniture & draperies?
- Security Deposit – how much? Is it all due at the time the lease is signed?
- Has tenant budgeted for renter's insurance? (Must be acquired by tenant.)

## ✓ ROOMMATES – Money saver? Yes. But select roommates carefully!

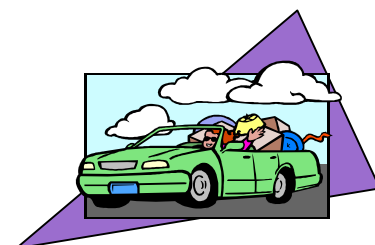
- Be sure City codes & the lease allow for roommates
- Allow for adequate parking
- Ask about habits, schedules, & values
- Agree who is responsible for rent & late fees; what happens if one roommate can't make the rent?
- How will payments of damages be handled?
- Address pet issues. Are they allowed? Who pays for damage caused by pets?

## ✓ NEEDS & WANTS

- Furnished/not furnished
- Size – large enough? (or small enough?)
- Adequate number of bedrooms & baths
- Accessible and/or suitable for persons with physical disabilities or hearing/visual disabilities
- On site amenities – laundry, club house/common area, pool, workout room, etc.
- Is the unit cable-ready?
- Is Internet access available?
- Is closet space adequate?
- Is additional storage space available?
- Do you want covered parking?
- Do you want private yard space/deck/porch?

## SPECIAL CONSIDERATIONS

- Are pets allowed? If so, is an additional deposit required?
- Are children allowed?
- If you have pets or children – is the yard appropriately fenced & play space adequate?
- Are you allowed to garden in the yard?



# SECTION TWO



## THE LEASE

### PRIOR TO SIGNING LEASE

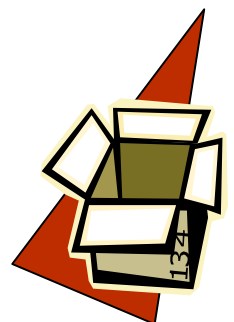
Once a lease has been signed, both landlord and tenant are legally bound to its terms. Before signing:

- ✓ **EXACT UNIT SHOULD BE SEEN** – not one “just like it”
- ✓ **DO AN INSPECTION** – If this is the unit to be rented:
  - The landlord & prospective tenant should inspect the unit together. If this is not possible, the tenant should bring an unbiased person to accompany him/her.
  - Document condition & needed repairs on a Property Checklist (a sample is provided at the end of the booklet), even if the landlord makes no promise to repair.
  - Take photos or video of the unit, particularly areas of problems or concerns. Give a verbal description while taping.
  - Sign & date the checklist – (both parties!)
  - Make the checklist a part of the lease through a statement on the lease (also signed & dated by both parties)
- ✓ **DO NOT SIGN A LEASE OR PAY A DEPOSIT TO “HOLD” THE RENTAL.** Loss of deposit & additional damages could result. Money should be exchanged only after the decision to rent has been made.

### THE LEASE

A common theme throughout this booklet is that a lease is a legally binding contract or agreement between landlord & tenant that grants a tenant use of a landlord’s property for a given period of time. It may be on a preprinted form, or written by the landlord. (Although there is no such thing as a “standard” lease, a “sample” lease is provided in Section 6.)

A lease contains the rules & terms that control the time of possession. If parts of the lease don’t apply, that section should be crossed out & initialed by both the tenant & landlord. Leases should not be signed until all terms & conditions are understood & agreed to. Once signed, it is legally binding.





**Tenants** – once you sign a lease, you are legally bound to its terms. The time to determine the “rightness” of a unit is prior to signing. Understand what you are signing, & if you have questions, ask for clarification until you do understand! This will be “home” for the term of possession!



**Landlords** – Completing a property checklist with the prospective tenant prior to signing a lease can help document property condition before disputes arise. Always provide your tenants with nothing less than a decent, safe, & sanitary home in which to live.

## TYPES OF LEASES

### ✓ ORAL

- Binding, but difficult to prove
- Best to put even month-to-month agreements in writing

### ✓ WRITTEN

- A written document
- Landlord may draft the lease, or a preprinted form can be used
- Written leases are recommended

### ✓ MONTH-TO-MONTH

- A contract for one month at a time, whether oral or written
- Landlord can raise the rent at the end of any month, with proper notification
- Easily terminated with proper notification
- Lease terms may also be altered, with notification, at the end of every term
- Proper notice is written notice received no less than 10 days before month’s end by whomever is giving notice

### ✓ TERM


- A contract to lease for a certain period of time, such as 1 year
- Provides tenant with the most protection against rent increases, changes to contract, or termination prior to end of term
- Tenant is obligated to pay rent & fulfill contract for complete term of lease
- Unless breached, landlord is obligated to rent for the length of the term, under the conditions, & at rent amount outlined in lease
- Not easy to terminate

## PROPER NOTIFICATIONS

In Colorado, if no lease agreement is in effect, & no rent monies are due, a landlord can evict a tenant without cause. Written notice to the tenant corresponds to the term of the tenancy:


- If tenancy is one year or longer – 90 days
- 6 months or longer, but less than 1 year – 30 days
- 1 month or longer, but less than 6 months – 10 days
- 1 week or longer, but less than one month or tenancy at will – 3 days
- For a tenancy of less than 1 week – 1 day



 **Tenants** – Do not withhold rent for any reason (including for payment of repairs) without first seeking the advice of legal counsel. You could be at risk for being evicted for non-payment of rent.

**DID  
YOU  
KNOW**



 **Landlords** – Acceptance of partial rent gives the tenant the right to occupancy of the unit for the entire month. Rather, hold the check for partial payment & serve notice of what the tenant owes. Cash the check only after the rent payment has been paid in full.

## PARTS OF THE LEASE

### ✓ EVERY LEASE SHOULD CLEARLY STATE:

- Address of rental unit
- Names of tenants & landlord
- Length of lease
- Inventory of any furniture provided

### THE LEASE SHOULD ALSO ADDRESS:

#### ✓ RENT

- How much & when it is due
- What happens if the due date is on a holiday or weekend
- Where payment should be made
- Provisions for rent increases

Note: (If the tenant is nearing the end of the lease & is notified by the landlord that rent will increase after the lease expires, the tenant has the option to give notice of intent to terminate the lease at the end of the end of the lease period. If the tenant does not take this option & continues to rent the property, the new lease will be for the increased amount of rent, even though there has been nothing signed or agreed to. The landlord's only responsibility is to provide the tenant with notice of the increase.)

- If you have roommates – who is responsible for the rent & late fees?

Note: (Keep in mind that under most agreements, even if there are one or more roommates, each tenant may be responsible for the entire amount of the rent. If one roommate pays their portion of the rent but a roommate cannot pay his or her portion, the landlord could hold the “paid-in-full tenant” responsible for the unpaid amount of rent & late fees, in addition to his/her own portion.)

#### ✓ LATE FEES/ATTORNEY FEES

- When will late fees be attached to the rent?
- What happens if only a portion of the rent is paid?
- Are late fees “flat rate” or do they accumulate daily?
- Who is responsible for payment of attorney fees in the event a tenant prevails in legal action brought against him/her? Ask to change the clause from “landlord” to “prevailing party”, if necessary.
- Both landlord & tenant should always keep copies of any receipts associated with the rental of the unit. They will prove valuable in the case of disputes!





The **tenant** is entitled to a full return of the security deposit when the terms of the lease have been fulfilled. Colorado law requires that it be returned within 30 days, or if extended by the terms of the lease, 60 days.



If a **landlord**, fails to provide a tenant with either a full deposit return OR a written statement of deductions & the balance of the deposit, (s)he forfeits the right to withhold any portion of the deposit. However, the landlord may still sue the tenant in court for unpaid rent, damage to the premises, or any other monies owed by the tenant.

## ✓ SECURITY DEPOSIT

Usually, a landlord will require a security deposit at the time the lease is signed. The security deposit secures the performance of the lease. The security deposit is NOT rent, & cannot be used as such unless the landlord agrees (preferably in writing).

The security deposit amount is determined by the landlord, but is generally equal to approximately one month's rent.

It may also be called a damage deposit, pet deposit, or cleaning deposit.

- Tenant should look at ALL parts of the lease that might allow a landlord to keep all or part of the deposit, or might require the tenant to give up the deposit. The landlord may keep all or part of the deposit for these reasons:
  - **Unpaid utility** bills owed by the tenant
  - **Unpaid rent.** (Note: If a tenant moves out before the end of the lease period, (s)he is still responsible for the rent. The landlord must make a reasonable attempt to re-rent. However, if the new rent is lower, the tenant may be held responsible for difference in rent & reasonable costs of re-renting the unit. If the unpaid rent is more than the deposit, the landlord may sue to recover the difference.)
  - **Cleaning & Damages.** Thoroughly clean a day or two prior to lease end; inspect with landlord present. If areas are unsuitable to the landlord, make the necessary changes. Deductions may be made to restore the premises to pre-lease condition. A tenant may not be charged for "normal wear & tear" (see Glossary of Terms), however, deductions for the cost of damages and/or cleaning due to neglect, carelessness, accident, or abuse by the tenant, members of his/her household or guests may be taken.
  - **Breach of lease.** Deductions may be taken for costs caused by any other breach of the lease – for example failing to water & maintain the lawn & trees, if that was a tenant responsibility.
- Understand how the security deposit is returned.
  - The lease governs by when the deposit - or an itemized statement of the deductions & balance of the deposit - must be returned – either 30 or 60 days.
  - Tenant should collect the deposit in person, or leave a forwarding address. (Landlord must either deliver or mail the full deposit, or a statement of deductions & the balance of the deposit, to the last known address of the tenant.)
- Remedy for withheld security deposit:
  - Attempt to negotiate. If that fails:





If a security deposit is paid, the amount should be in writing. **Tenant** should always keep the receipt for any deposit paid. Whether called a damage deposit, cleaning deposit, or pet deposit it is still a security deposit & will be treated as such by Colorado law.



## DID YOU KNOW

The burden is on the **landlord** to either prove the right to keep the deposit, or to return it as stipulated in the rental agreement. A landlord cannot keep the deposit & require the tenant to prove that it should be returned. Furthermore, the **landlord** must provide proof that the amount of damage to the unit was caused by that tenant or someone associated with that tenant.



- Tenant must send landlord what is often called a 7-day demand letter (see Glossary of Terms). The letter should be sent by certified mail, return receipt requested. A copy may also be sent by regular mail.
- Tenant – keep a copy for your records.
- The matter ends if the landlord returns the deposit in full or pays the disputed portion.
- If the landlord doesn't respond to the tenant's satisfaction, the tenant may sue to obtain the return of the deposit.
- If any portion was "willfully & wrongfully" withheld, a tenant may sue for up to 3 times the amount that was willfully & wrongfully withheld, plus reasonable attorney fees & court costs.
- In court, it is the landlord's responsibility to prove that the amount withheld was within their legal rights.
- The tenant may be sued for any damages done to the apartment outside of any security deposit dispute. Attorney fees & court costs, as set forth in the lease, may be included. The amount may be more than the deposit, if damages exceed that amount.



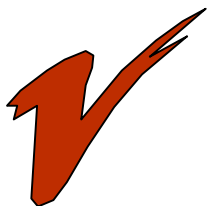
### OTHER THINGS TO CONSIDER REGARDING DEPOSITS:



- As discussed earlier, a tenant should list any existing damages & necessary cleaning, preferably with the landlord present. Doing so lets the landlord know of repairs needed, & will serve as proof of condition when the tenant moves.
- The landlord & tenant should both sign & date.
- The tenant should be sure to provide the landlord with proper notice (as specified in the lease) when deciding to move.
- There are special provisions when dealing with a hazardous condition concerning a gas appliance.
  - If a service person from a gas utility service becomes aware of a hazardous situation, the customer residing at that address will be notified.
  - The tenant should then immediately notify the landlord.
  - A professional must complete the necessary repairs within 72 hours of receipt of the notice (excluding weekends & holidays). The tenant must receive written proof that the work was completed.
  - If repairs are not made & the condition remains hazardous, tenant may choose to vacate, declare the lease null & void, & demand immediate return of any or all deposit to which the tenant is entitled.
  - It is advisable that the tenant provide the landlord with written notice advising of the tenant's decision & demand for deposit return.
  - The landlord has an additional 72 hours in which to return the deposit. If (s)he does not do so, the tenant may sue for up to 2 times the amount of the deposit & reasonable attorney's fees.



**Tenants** should always receive a copy of the signed lease & any other documents (e.g. property checklist) that were added to the lease itself. Keep the copy in a safe place for the entire term of possession. The lease will be referred to in dispute cases.



**Landlords** - although there is no “Warranty of Habitability” in Colorado on rental property (no duty imposed on landlord for repairs), certain exceptions to that rule exist under certain circumstances. Those are:

(1) A hazardous condition is caused by gas-burning equipment; (2) The landlord has a binding agreement to repair the premises; (3) The failure to repair violates the covenant of quiet enjoyment of the premises; (4) The repairs are for common areas; (5) The repairs are necessary to correct a dangerous or latent (present but not visible) defect.

## ✓ REPAIRS

Since who is responsible for repairs can be a much disputed area, it is important for landlords & tenants to negotiate for repair responsibility prior to signing the lease, and, as stated earlier, conduct a thorough property inspection prior to leasing.



Colorado law deems it the landlord’s responsibility to repair rental property under these circumstances:

- A specific agreement in the lease states it is the landlord’s responsibility to maintain or repair the rental, or the landlord & tenant have a specific agreement that states the landlord will make certain repairs.
- There is a hazardous, dangerous condition caused by gas-burning equipment.
- The needed repairs are in common areas – sidewalks, parking lots, stairways, hallways, etc.
- The repair/maintenance is required to conform to City codes.

As other repairs are negotiable, it is wise to:

- Clearly state the procedure for repairs, including whom to contact & how contact should be made, where notice should be given, how long before the repair will be completed, etc.
- Make the procedure a part of the lease (initialed & dated by all parties).
- Understand the terms “promise to repair” & “repair & deduct”. Know when “repair & deduct” can be invoked (see Glossary of Terms).
- Get all promises to repair in writing.
- Keep receipt copies for all work done.
- Beware of “as is” clauses.
  - Landlord may not automatically deduct a specific amount from the security deposit. Carefully examine lease for clauses regarding contracted cleaning or automatic deductions – for example, \$50.00 for painting.
  - If necessary, modify lease to read, “the tenant will contract for cleaning only beyond normal wear & tear”.
- Photographs of needed repairs are handy in the event legal action becomes necessary. (Tenant should always try, first, to make diligent efforts to resolve the issue with the landlord.)



If the tenant has problems getting repairs done:

- When repairs are necessary, tell landlord immediately & follow-up with a written note. If (s)he agrees to the repairs, wait for a reasonable period, then...
- Contact the landlord again & ask why the repairs haven’t been completed. There may be a good reason. Again, wait for a reasonable amount of time, then, if repairs are still not done...
- Write a letter restating the history of the problem. Include actual dates & any promises that were made. If the lease states the landlord is responsible for repairs, quote that portion of the lease. Request that the repairs be completed by a certain date.



Under Colorado law, the **tenant** is presumed responsible for all repairs & maintenance duties unless there is an agreement to the contrary.

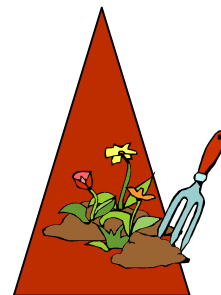
- As always, the tenant should keep a copy for his/her files.
- Send the original by certified mail, return receipt requested.
- If there is still no action – contact an attorney for advice.

✓ **RENTER IMPROVEMENTS**

- Is the tenant allowed to make reasonable improvements?
- What do “reasonable improvements” include? Paint? Wallpaper?
- Is the tenant allowed to change the locks?
- Most tenants will want to hang things on the walls. Discuss before hand what is appropriate (permanent attachments vs. simple nails) & how patching needs to be done at move out.

✓ **LANDSCAPE & YARD MAINTENANCE**

- Most problems concerning care & upkeep of property can be avoided if it is clear from the start what responsibilities fall to the landlord, & which fall to the tenant. Put it in writing & make it part of the lease. (Remember to sign & date.)
- What does “property maintenance” encompass – watering, lawn mowing, snow removal?
- If the tenant is able to do the work – will the landlord provide the necessary equipment?



**DID  
YOU  
KNOW**



In Greeley, **both** the Landlord & the Tenant are responsible for code violations such as:



*Overgrown weeds  
Refuse (Includes inside furniture such as sofas, left outside)*




*Trash accumulation  
Inoperable cars  
Appropriate parking  
Snow removal  
Appropriate landscape  
Outdoor signs*

As violations can result in substantial fines, avoid any conflict or misunderstanding by being clear from the start where the responsibility lies.

**IN CASE OF VIOLATION:**


- The landlord needs to be made aware of any notifications immediately to avoid penalties or other related enforcement action.
- If notice or citation is served, it will most likely be to the person occupying the property.
- If the Code Enforcement Officer is unable to locate the occupant of the premises, a notice may be posted on the property.
- A time frame for rectifying the problem will be given; an extension *may* be granted upon request by immediately contacting the City’s Code Enforcement Division.
- If the problem isn’t corrected, the City may hire a contractor to rectify the problem, at which time a lien will be placed on the property.
  - If the problem still exists at re-inspection, a summons to appear in court will be served.
  - A second violation within 365-days will result in an automatic re-inspection fee and a court summons.



 Most leases create “joint & several liability” between tenant & roommates. What this means is that each tenant signing the lease is responsible for all of the terms & conditions of the lease.

For example – If one roommate punches a hole in the wall then leaves & doesn’t pay his/her portion of the rent, the remaining roommates are responsible for:

- All of the rent, AND
- Repair of the damages

 City codes determine how many persons can live in a unit, what constitutes a family, what is considered adequate parking, & other zoning issues. Prior to renting units, **landlords** should be sure that what you are renting out is legal within the City’s laws.



**DID  
YOU  
KNOW**

### ✓ **LANDLORD ACCESS**

- Under what circumstances can the landlord enter the unit? (Some leases allow for entry at any time, for any reason, & without tenant’s consent.)
- How will other parties gain access to the unit, such as a City inspector or repair personnel?
- Tenant protection can be achieved by making a 24-hour notice-of-entry a stipulation on the lease (except in emergency cases).

### ✓ **ROOMMATES, OVERNIGHT GUESTS, & PETS**

Look for answers to the following questions in the lease:


- Are roommates allowed?
- Must all roommates be listed on the lease?
- What happens if one roommate moves out & another moves in?
- What constitutes a guest?
- How long may a guest stay? Must permission be given if a guest is to spend several nights?
- Are pets allowed?
- Are pets discussed in your roommate questionnaire & agreement?
- Will having pets increase the amount of the security deposit?
- How will yards be maintained with outdoor pets?
- What happens in the event of complaints from neighbors?



### ✓ **CHILDREN**


As with all lease areas, make certain issues with regard to children are clarified before you rent the property to avoid an unnecessary move.

- Are children allowed?
- Determine whether or not they must be named on the lease.
- Ask if there is a limit as to the number of people allowed to occupy the premises.
- What happens if the tenant is at the limit, & has another child?
- Does the property have a play area?
- Has the tenant checked what schools his/her children will attend?

 A **tenant** may waive his/her right to a covenant (promise) of quiet enjoyment if the lease signed contains a waiver of this type.

Currently, tenants in Colorado have little legislative protection. A tenant's best protection is to negotiate terms in the rental agreement or lease. Try to delete or modify clauses that are disadvantageous. Everything is negotiable until the contract is signed. (Date & sign changes!)



 **Landlords** may choose not to rent to students, or to rent to students only if they are graduate students or over the age of 21 without violating any current nondiscrimination laws.

## ✓ RULES OF BEHAVIOR

- Rules such as “no loud parties” or “quiet after midnight” should be clear & in writing to avoid problems & misunderstandings.
- Attach a copy of the Rules of Behavior to the lease, initialed & dated by all parties.
- If there is a clause stating, “tenant agrees to comply with all printed regulations now made or subsequently furnished”, tenant may want to have “subsequently furnished” deleted.

## ✓ QUIET ENJOYMENT

From the Colorado Tenant's Handbook: “As a tenant you have a legal right to the quiet & peaceful enjoyment of the premises. This means you are allowed to live in your home free of unreasonable disturbances. If the landlord interferes with your quiet enjoyment & peaceful enjoyment, then he/she (sic) is violating the primary benefit anyone receives when renting a home.”

- “Quiet enjoyment” is not governed by a specific law or statute, but evolved from old English common law, & has been enforced as common law since that time.
- It is recognized to be a valid, unwritten law – & enforceable.
- “Quiet enjoyment” prevents a landlord from appearing any time of the day or night to make repairs, or cause a tenant to suffer unreasonable disturbances in any way.
- The lease may not specifically mention “quiet enjoyment”, however, a tenant is entitled to a tenancy free from unreasonable disturbances under the control of the landlord.
- An attorney should be contacted if a tenant believes his/her right to “quiet enjoyment” has been breached.

## ✓ MISCELLANEOUS ISSUES

- Is tenant allowed to operate a business from the premises?
- Are there limitations on where the tenant may place signs or decorations that are visible from the outside of the unit?
- Review a copy of the City codes with regard to allowable outside furniture.

## PARKING

City code determines what constitutes a lawful parking space, including location, access, & a paved surface. If you are unsure, contact the City Planning Department. Also consider:



- Tenants should note the location of parking. Is it close enough to the unit to be convenient & safe?
- Be clear on how many vehicles are allowed.
- Where is parking NOT allowed?



When a landlord does something that interferes with a tenant's use & enjoyment of rented premises, it is called a "constructive eviction."



The tenant may decide to move out & not be responsible for the remainder of the lease. If the tenant wishes to stay, corrective actions can be taken.

A utility shutoff is a "constructive eviction". The tenant may have the utilities turned back on at his/her expense & take legal action against the landlord to recover the expense incurred to have the utilities turned on.

## DID YOU KNOW

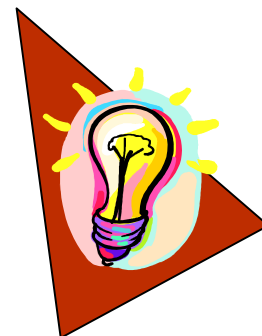


- Is parking included in the rent payment, or is that an additional charge?
- Where will guests be expected to park?
- If there is nothing in the lease with regard to parking, a tenant should physically inspect the grounds to determine that a parking space is available & suitable.

### UTILITIES & TRASH

As this may increase the cost to live in a unit, always be clear as to who is responsible for payment of utilities & trash. Other areas for discussion:

- Where is the trash receptacle for the unit?
- Does the landlord provide trashcans, or must the tenant furnish?
- Discuss the monthly cost of utilities (if they are not included), & consider that when budgeting.
- When considering the cost of utilities as a tenant, include expense for more than just the standard heat, electricity, & water. Will you need phone service? Do you want cable? What about the cost of Internet access?
- Review any information available with regard to what the utility costs were the previous year, or contact the local utility companies & request an estimate of the average monthly utility bills.



### SUBLEASING

- Landlord - It is generally in your best interest not to sublease.
- If the landlord allows for subleasing - Document on the lease the names of all persons who will occupy the unit. Include a clause that prohibits or voids any subleasing or assignment.
- If subletting occurs despite the lease terms, the landlord may need to initiate legal or eviction action.
- If no action is taken, waiver of the subletting clause may result.
- Tenant - If a Subletting or Assignment Clause is contained in the lease stating that the tenant may not sublet any part of the premises & may not assign the lease or any interest therein without the written consent of the landlord, it is recommended that the clause be re-written to, "Circumstances allowing reassignment or subletting must come from the landlord & may not be withheld without a good reason".
  - It is preferable for a tenant is to negotiate with the landlord for an early release from the lease – thus being free of continuing obligation, as the original tenant is responsible for the new tenants until the sublease is up.



All lease clauses are negotiable. However, to be legally binding any changes made to a lease should be initialed & dated by both the landlord and tenant.



**Tenants** should pay particular attention to the clauses, as they may be disadvantageous to the tenant. Try to delete or modify clauses that benefit only the landlord.



As with any business transaction, everything is negotiable until the contract is signed. **Landlords**, don't lose a potentially good tenant for failing to negotiate.



## UNDERSTANDING THE LEASE

### ✓ CLAUSES

Because of the lack of legislation protecting tenants, it is very important that tenants understand the terminology in the lease, and, consequently, what they are signing. Remember:

- There is no such thing as a “standard” lease.
- Just because a lease was written by a landlord, attorney, or Realtor, doesn't mean it is a good – or even legal – lease.
- A lease should protect a tenant's interests as well as the landlord's.
- Tenants should attempt to negotiate clauses that are disadvantageous to them.
- Again, all parties should sign & date any changes made.

Tenants should attempt negotiation on the following clauses, should they exist in the lease to be signed:



- **Take As Is:** Accepting the premises “as is” – meaning in its present condition – gives a tenant no recourse to have the landlord fix or correct any defects. If there is an oral promise by the landlord to make repairs or do additional cleaning, ask that those promises be put in writing & made a part of the lease.
- **Repairs:** Every lease should state who is responsible for repairs. That means making the repairs AND paying for the repairs. Repairs include those to appliances, heating, cooling & sewage systems, wiring, plumbing, & repairs to the external part of the building, etc.
- **Damages:** If a lease includes a provision stating the landlord is not responsible for injury or damage to property from any cause (even those caused by a building defect or due to landlord negligence), it is recommended that the clause be rewritten to read: “The landlord is responsible for damage or injury caused by his/her negligence”.
- **Rules of Behavior:** Rules of behavior that are clear, in writing, & known to the tenant in advance are enforceable. An initialed & dated copy of the Rules should be attached to the lease. Tenants should beware of rules that deal with guests (extra charges, restrictions on the length of time a guest can stay, etc.). Common problems with regard to Rules of Behavior are:



# DID YOU KNOW



*Clauses may be found in some leases sold in stationery stores that may be unenforceable in court.*

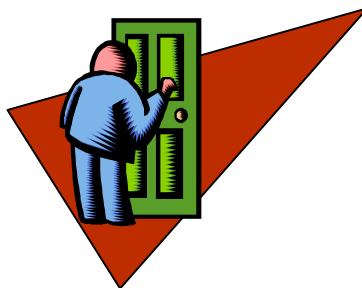
## *Examples:*

1. *Tenant is required to waive the right to the return of a security deposit.*
2. *The tenant will not hold a landlord responsible for acts of gross negligence.*
3. *Tenant gives consent to eviction for no-payment of rent without the three-day statutory notice.*

*If either the landlord or the tenant has any question with regard to the enforceability of a term of the lease, legal advice should be sought.*



- *Rules that change* – “Tenant agrees to comply with all printed regulations now made or *subsequently furnished.*”\_Delete “subsequently furnished”.
- *Unclear rules* – “...not to use the premises for immoral or questionable purposes...”. Delete “immoral or questionable purposes” & replace with more specific behaviors.



- **Right of Entry** – If lease reads, “Landlord reserves the right to enter the premises under reasonable conditions for purposes of official business, tenant should ask that it be changed to reflect (1) a definition of “official business & reasonable conditions”; and (2) add “with 24 hours advance notice to, & consent from the tenants, except in cases of emergency”.

- **Eviction Clauses** – Colorado law requires that a landlord follow certain procedures if a tenant does not vacate the premises voluntarily. Tenants should be sure that terminology in the lease does not give up their rights to due process with regard to evictions.
- **Attorney’s Fees** – A lease may require that the tenant pay attorney’s fees if the landlord’s forced to use legal means to enforce his/her rights under the lease. Some will require that the tenant pay the attorney whether or not court proceedings are necessary. Negotiation to change the lease so that the losing party pays attorney’s fees & court costs to be determined by the court is recommended.
- **Security Deposit** – If the lease contains a clause requiring forfeiture of the entire security deposit for any breach of the agreement, the recommended rewrite is: “The security deposit shall be returned or held in strict adherence to Colorado laws regarding security deposits.”





A **tenant** may only be legally evicted (except by agreement between the landlord & the tenant) by the landlord going through formal legal eviction proceedings in court. The formal legal name for eviction proceedings is “Forcible Entry & Detainer”.



In Colorado, if no lease agreement is in effect between a **landlord** & a tenant – and no rent monies are due – the landlord can evict the tenant without cause. The tenant need not be in violation of any rental agreement. The landlord may give the tenant written notice to “quit” the premises. Notice must correspond with the term of tenancy.

## LEASE TERMINATION

### ✓ VOLUNTARY TERMINATION

**If the lease is for a specified period of time, it should clearly state & tenant understand:**

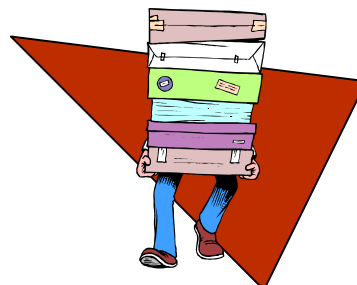
- When notice must be given if the lease is not to be renewed. (30 days is recommended even if the contract does not require it; some leases will require more than 30 days notice.)
- To whom does notice go?
- Written notice is advisable; all parties should keep a copy.
- Voluntary termination of a lease is not an eviction; neither party needs to give reason for this type of termination.

**If proper notice is not given/received:**

- It should be understood whether – (1) The lease will be automatically renewed for the same amount of time for which it originally was signed, if appropriate notice of termination is not given & occupancy continues, OR (2) The lease converts to a month-to-month lease.
- Be clear about the consequences of either scenario, particularly with regard to how notice is to be given for the new term, & potential for rent increases.
- An automatic renewal period cannot exceed one year.

**Month-to-month terminations:**

- Colorado law requires that the landlord receive a written notice of at least 10 days prior to the next date that rent is due (unless otherwise stipulated in the lease).
- On most month-to-month lease contracts, at least one month’s notice is required prior to the end of the term. This means that if move-out notice is given on May 3<sup>rd</sup>, the rent obligation & move-out date do not end on June 3<sup>rd</sup>, but June 30<sup>th</sup>.



# DID YOU KNOW



A  
SUMMARY  
OF  
COLORADO  
LANDLORD/TENANT  
LAW COULD BE:

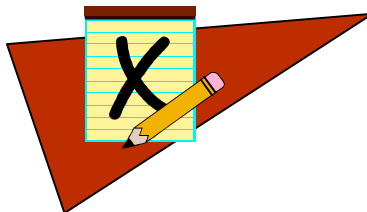


The **tenant** has the right to pay the rent.



The **landlord** has the right to collect the rent.

## ✓ INVOLUNTARY TERMINATION



Eviction, or Involuntary Termination, is a legal procedure established by Colorado laws designed to secure the peace.

Eviction need not be for an actual cause. However, if eviction is NOT for actual cause, the landlord MUST give reasonable notice, (which varies depending on the term of the lease – see page 8). A landlord cannot physically evict a tenant without a court order, which is done through the Sheriff's Department & with a court decree.

**It is important that tenants understand all the reasons for which they can be evicted. For example, eviction may occur if:**

- Rent is not paid.
- The lease is broken. (Does the lease say no pets, but tenant chose to have a dog? The lease has been broken.)
- What provisions for termination does the lease have? Can a tenant be evicted as a remedy for failure to comply with ANY term of the lease?

**The landlord must follow the correct technical procedure when evicting for non-payment of rent, or for violation of a lease clause:**

- The landlord must serve the tenant with a written, signed notice that rent has not been paid (or lease terms have been violated).
- The written notice must set forth the alleged lease violation(s), if applicable.
- The notice must give the tenant the option of (1) paying within 3 days, (or to rectify the situation that caused the notice to be served, e.g. – get rid of the dog), or (2) moving out.
- The notice must describe the property.

**With regard to the Three-Day Notice –**

- Notice must be left with the tenant personally, or with any member of the tenant's household over the age of 15.
- If the tenant cannot be reached, posting the notice in a conspicuous place has been allowed to fulfill the notice requirement. (Note: There are instances where this has been found to be insufficient, for example, if the landlord knew the tenant was out of town.)





*It is illegal for a landlord to lock a **tenant** out of their house or apartment. It denies the tenant access to his/her property without due process.*

## DID YOU KNOW



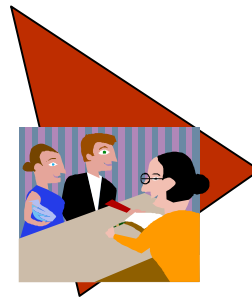
*If proper procedures are followed, a **landlord** may decide not to renew a tenant's lease even if the tenant has lived in the unit for 10 years, always paid the rent on time, & did no damage to the rental property.*

### **If notice is given, & the tenant does not move out:**

- The landlord may file an eviction action with the court. This includes service of a summons & complaint on the tenant.
- The tenant may file an answer to the complaint on or before the date listed on the complaint. (There is usually little time to file an answer. The tenant should be certain to check carefully for deadlines.)
- A trial date is set (quickly). The tenant may request, at an additional fee, a jury trial. Jury instructions should be filed in a timely manner.

### **If a tenant believes eviction is unjustified & intends to fight the eviction, there is legal recourse:**

- Consult an attorney! Legal counsel can best help a tenant assess potential risks & rewards of fighting the eviction.
- If the attorney so recommends, do not move. The landlord must file in Civil Court to have a judge make a decision about possession of the premises.
- At this point the landlord cannot physically move the tenant out, nor can he/she disconnect the utilities.
- A judge will hear both sides of the dispute & make judgment.
- As the judge deems appropriate, the tenant's costs may include rent for the full time of possession, court costs, attorney fees, & any other charges ordered by the judge.



**NOTE:** Because a tenant's rights in Colorado are limited, it is important that the above considerations are taken seriously. As with most contract disputes, all parties signing the contract are usually willing to trust one another when they enter the agreement, & they often don't foresee problems that may arise down the road.

Colorado laws generally favor the landlord. Additionally, the landlord may be very accustomed to dealing with contracts & rental agreements.



*Leases can be terminated in four major ways:*

1. *Expiration of the term*
2. *Surrender & acceptance (a mutual agreement, either expressed or implied, between a landlord & tenant that the lease will be terminated without obligation on the part of either)*
3. *Breach of conditions of the lease*
4. *Eviction of the tenant*



*Each type of termination has its own set of rules that must be followed.*



## ✓ **ABANDONMENT**

Unless there is an express covenant in the lease, a tenant who is paying rent is (generally) not required to occupy and/or use the rented unit. The tenant does not have to take possession of the premises, may occupy only a part of the premises, or abandon the premises as long as he/she continues to pay the full amount of the rent.

Abandonment must be shown by proof of the act of abandonment and proof of the intent to abandon. Proof of intent may be circumstantial and may be based on the conduct of the parties.

Procedures to regain possession of the premises are outlined in the Colorado Revised Statutes 38-20-116 et seq., which include a 15-day written notice to the tenant of your intent to dispose of or sell property left on the property and/or published notice. While a tenant may legally be held liable for the full term of the lease if he or she has abandoned the property, common sense dictates that such a remedy would be difficult to enforce, for such tenants are often long gone and difficult to locate.

Even under such circumstances landlords have a duty to mitigate their damages, such as by attempting to find new tenants. Do not confuse abandonment with a duty to occupy. As stated above, tenants do not have a duty to occupy the premises. If they are paying rent, they have not “abandoned” the premises.

# THE MASTER KEY



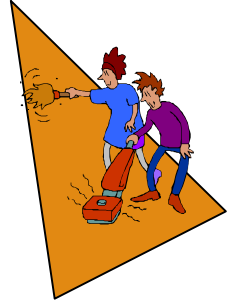
## OTHER ISSUES

### ✓ WHEN IT'S TIME TO MOVE OUT

Tenants - Facilitate return of the security deposit – follow these steps:

#### **Thoroughly clean the unit.**

- Leave the unit as good as you found it – or better! (This includes cleaning behind & under appliances, & cleaning the oven well.)
- Meet any cleaning standards stated in the lease.



#### **Complete a detailed checkout sheet.**

- The landlord & all tenants listed on the lease should be involved.
- The landlord should keep the original; the tenant should always keep a copy.
- If necessary, take pictures or video the condition of the unit.

#### **Pay all utility bills in full.**

- Request proof of payment from the utility company.

**The landlord needs to be aware of the new forwarding address for the tenant.** The security deposit will be sent to last known address.

- File a change of address with the post office.
- Change address with publications & bills - credit cards, etc.
- Notify friends & family of new address.

### ✓ RENTER'S INSURANCE

- Any insurance a landlord carries on the property typically only covers the actual property itself. It does not cover any of a tenant's possessions that are kept on the property. Therefore, if there is a fire, theft, or vandalism, the tenant's property is not covered. It is advisable that tenants secure a renters' insurance policy with their insurance company. This is usually a very affordable kind of insurance & will protect personal property in case of loss.
- Liability insurance is also recommended. Liability insurance protects against the tenant being liable for personal injury (e.g. a dog bites someone or a visitor falls down the stairs).
- Most major & independent insurance agents offer both types of insurance policies.
- Tenants - Be sure that this expense is a part of your budgeted living expenses.



**Tenants** should not be caught off-guard & unprotected by events that happen at their rented residence. Renter's insurance is relatively inexpensive & can cover losses due to fire, theft, vandalism, or the tenant's liability should someone be injured on the property. An insurance agent can provide more information on the types of policies available.



Strict laws govern a landlord's disclosure of possible lead hazards. If a rental unit was built prior to January 1, 1978, the possibility that lead exists in the paint **MUST** be disclosed. Failure to do so can result in a substantial penalty.

### ✓ LEAD PAINT

- The tenant should be aware of what year the property was built or when it was last repainted, particularly if elderly persons or small children will be occupying the property. If it was built before 1978, there may be concern about lead paint being used on the interior of the property.
- Landlords are required to disclose the possibility of lead via a Lead-Based Paint Disclosure on all units completed prior to January 1, 1978.
- The Disclosure must be signed & dated by both the landlord & tenant prior to signing the lease.

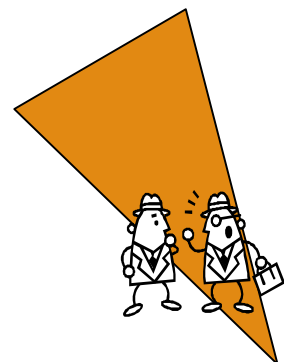


### ✓ OTHER HAZARDS

- Look at the spacing between the posts on handrails; too much space can trap children's heads or allow a toddler to squeeze through & suffer a fall.
- Be aware of any other hazardous household waste that may be present on the property, such as paint cans, fertilizers, poisons, & so forth. Ask who is responsible for the removal of these items from the property.
- Particularly for persons with allergies – be aware of areas that may harbor molds or mildews.
- Take note of overhanging trees and/or branches that have died. A tenant should notify the landlord of any areas of particular concern.

### ✓ DISPUTES

- If landlord & tenant are having a conflict over matters, such as late rent or repairs, consider mediation as an alternative way to solve the problem.
- Mediation is a nonbinding legal procedure where an independent person listens to both parties & attempts to find some sort of middle ground resolution to the problem. Mediation generally costs less & is quicker than court procedures. (Mediators can be found in the Yellow Pages of the local phone directory.)



# SECTION FOUR



## THE ART OF RENTING

**There is an art to successfully renting a house or apartment. Many problems with roommates & neighbors can be avoided if tenants honor the laws & ordinances that govern all citizens.**

**What is “reasonable” for one person may not be so to another. Many rules & regulations with regard to rentals are fairly subjective, but enforceable.**

### ✓ TIPS FOR LIVING IN A NEIGHBORHOOD

- Know your neighbors. This is important whether you live in an apartment or a house.
- Introduce yourself. Talk about expectations. Opening the lines of communication from the start may prevent bad situations.
- Ask the neighbors to let you know first if there are problems or concerns.
- Take pride in where you live even if you only plan to be there a short time.

### ✓ CITY SMART

**Tenants would be wise to know their rights & responsibilities as a renter. There are several City codes relating to rental housing. Know what it takes to be in compliance with local laws. For detailed information, call the City Code Enforcement Division, or visit the City website. Highlights of some code-governed areas are:**

- Parking: There are 3 off-street places that are okay to park a vehicle – on a paved driveway, in a garage, or on another parking slab (if it is properly located). It is NOT permissible to park cars on landscaped areas, bare dirt, or gravel (exceptions may apply).
- Trash: The City does not provide trash service. Tenants should be notified as to where & how to dispose of trash. Both the tenant & landlord are responsible for the condition of the property. Trash may be placed curbside for one 24-hour period each week, but may not accumulate on the property.
- Inoperable vehicles: It is illegal to keep inoperable vehicles on a public street or right-of-way, or on a residential property unless it is completely enclosed within a garage. Inoperable vehicles on the street will be ticketed by the Greeley Police Department. Code Enforcement officers ticket such vehicles parked on the property.



**Tenants** –When looking at potential units, an important consideration should be how fire-safe the rental property – not just an individual unit – is. A questionnaire with regard to Fire Safety is provided in Section 6 of this booklet.



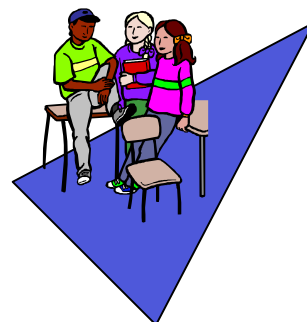
**Landlords**, be sure that each unit you rent conforms to City of Greeley codes. As a review, a Property Maintenance Standards Guide has been provided for your use – See Section Six. You may also have the City Building Inspection Department inspect your property if you are concerned about any issues.

- **Yards:** Developed properties must have healthy landscapes. This includes regular mowing, fertilization, watering, & removal of dead plants. Properties must be kept weed-free. Bare dirt is not an acceptable form of landscape.
- **Snow removal:** Snow must be cleared from sidewalks within 24 hours. Be attentive to “Emergency Snow Routes” along streets, & do not park there during heavy snows. Vehicles may be towed if viewed as a hazard by City snow removal crews.

### ✓ **BE A SAVVY ROOMMATE**

**If a roommate is in a tenant’s future, take time to think about what kind of roommate is wanted. City regulations limit the number of roommates allowed in certain units, so both tenants & landlords should be aware of that when determining whether or not a rental is a good fit. Other suggestions:**

- Tenants - find a good match. Ask specific questions – such as, “Do you smoke?”, “What are your interests?”, “What is your schedule?”, “How do you think we should deal with overnight guests, including boy/girl friends?” A Roommate Questionnaire is available in Section 6 of this booklet to provide more ideas.
- When a tenant has determined who will be his/her roommate(s), review the lease & have all roommates sign.
- Create a Roommate Rental Agreement. (A sample is available in Section 6 of this booklet.)
- Hit conflicts head on. Meet with all roommates together & give everyone the chance to speak.
- Make a plan & outline a course of action. Everyone should be a part of the solution whether or not they were a part of the problem.
- Set a date to evaluate the solution, & renegotiate if necessary.



# SECTION FIVE

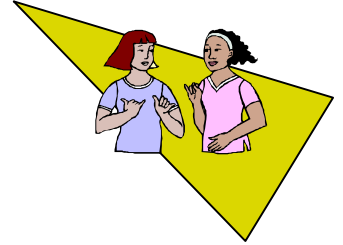
## FAIR HOUSING & RENTERS WITH DISABILITIES



### ✓ DISCRIMINATION

**Municipal, state, & federal law prohibit discrimination on the basis of:**

- Race, creed, color, ancestry & national origin
- Religion
- Sex
- Family Status
- Marital Status
- Handicap



This prohibition includes the transfer, sale, rental, or leasing of all premises except, “Nonprofit, fraternal, educational or social organizations & clubs; & rooms offered for rent in a single or double-family dwelling maintained & occupied in part by the owner or lessor as his/her household.”

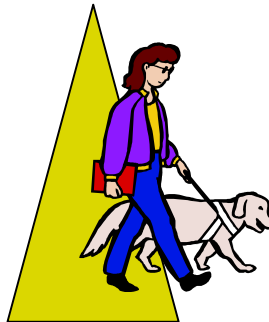
### ✓ RENTING FOR PERSONS WITH DISABILITIES

**The federal Fair Housing Act & Fair Housing Amendments prohibit discrimination against people who:**

- Have a physical or mental disability that substantially limits one or more major life activity—including, but not limited to, hearing, mobility, & visual impairments; chronic alcoholism (but only if being addressed through a recovery program); mental illness; HIV, AIDS & AIDS-Related Complex; & mental retardation;
- Have a history or record of such a disability; or
- Are regarded by others as though they have such a disability.

**If prospective tenant(s) had, have, or appear to have mental or emotional impairments:**

- Tenants must be evaluated & treated on the basis of financial stability & tenant history, not their mental health.
  - Tenant may be rejected only if there is proof that he/she poses a danger to others (such as repeated threats or assault of other tenants).
  - The prospective tenant must meet the “good tenant” criteria, such as an appropriate rent-to-income ratio.





### **Tenants** – Recognize It!

Housing discrimination has many forms.

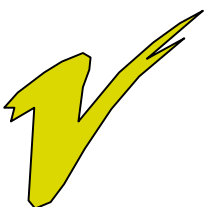
Discrimination is not always obvious. More often, it is subtle & hard to detect. If you feel you have been discriminated against, report it. Housing discrimination is illegal!



**DID  
YOU  
KNOW**



**Landlords** should be familiar with any local, state, and/or federal laws that deal with discrimination. Ignorance does not justify discrimination. Avoid problems – know the laws.



### **Landlords should beware of discriminatory questions & actions:**

- A landlord may not ask a tenant, or a prospective tenant, whether or not they have a disability or illness, nor may the landlord ask to see medical records.
- No question or action by a landlord may be designed to treat a disabled person any differently than one who is not disabled.
- A landlord may not ask as to the severity of obvious disabilities (such as a person in a wheelchair).
- A prospective tenant has the right to see all available units.

### **The right to live in an accessible place as pertains to accommodations:**

- Landlords must accommodate the needs of disabled tenants, at the landlord's expense. A disabled tenant may expect the landlord to reasonably adjust rules, procedures, or services in order to receive an equal opportunity to use & enjoy the dwelling unit or common space. (Reasonable – A spacious, close-in parking space for a person using a wheelchair. Unreasonable – Installation of an elevator so that a tenant can occupy a third-floor unit.)

### **The right to live in an accessible place as pertains to modifications:**

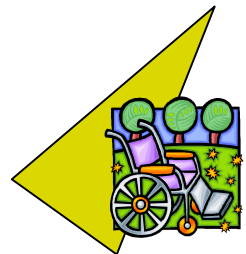
- Disabled tenants must be allowed to make *reasonable* living space or common area adjustments at their own expense if needed for that person to comfortably & safely live in the unit.
- Tenant must agree to undo modifications when they leave if they make the unit unacceptable to the next tenant.
- Modifications must have prior approval, including a written description, proof that they will be done in a workmanlike manner, & proof of necessary building permits. Again, the modifications must be reasonable.

### **If modifications must be restored at lease-end, the landlord may:**

- Require payment into an interest-bearing account in an amount equal to the estimated restoration cost.
- Any interest generated is the property of the tenant.

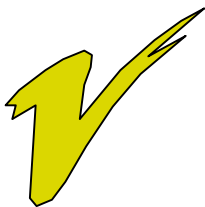
### **Proof of modification need must be addressed by the tenant:**

- The landlord is entitled to request proof that the accommodation or modification will address the tenant's need.
- Some needs may not be obvious, such as removal of doors for a tenant with a fear of closed-in places. The tenant should submit appropriate proof with the request.
- A letter from the tenant's physician or therapist attesting to the sufficiency of the request is adequate. No explanation of the disability is required.





*Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, & financing of dwellings, & in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, & people securing custody of children under the age of 18), & handicap (disability).*



## ✓ FAIR HOUSING ACT

In 1968, the Fair Housing Law was enacted through the Civil Rights Act. It is important for tenants to understand their rights under the Fair Housing Act, & for landlords to understand their responsibilities.

Some areas of the act were described earlier in this section. Other areas include the following:

A landlord would be in violation of the Fair Housing Law for:

- Refusing to sell or rent to, deal with, or negotiate with any person.
- Discriminating in terms of conditions for buying or renting.
- Advertising to persons of a specific race, color, religion, sex, national origin, marital status, familial status or handicap.
- Denying that housing is available for inspection, sale, or rent when it is available.
- Making an inquiry or reference that is discriminatory.
- “Block-busting” for profit, persuading owners to sell or rent housing by telling them that minority groups are moving into the neighborhood.
- Denying or making terms or conditions for home loans by commercial lenders or insurance companies.
- Denying to anyone the use or participation in any real estate services, such as brokers’ organizations, multiple listing service, or other facilities related to the selling or renting of housing.
- Refusing to permit a disabled person to alter an existing housing unit (at that person’s expense) or refusal to make reasonable accommodation on rules or services, to afford equal opportunity to those with physical limitations.

Additional information, if needed, can be obtained from on-line sites, or from legal counsel.



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# QUESTIONS & NOTES

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# SECTION SIX



## Section 6 – KEYS FOR SUCCESS

This section offers resources for use by landlords and/or tenants. Included are:

✓ **GLOSSARY OF TERMS**

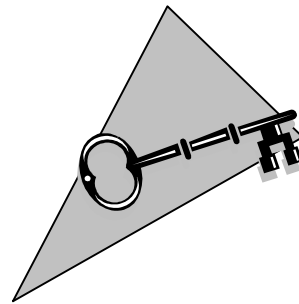
- Terms that may not be familiar, especially to tenants renting for the first time, are included in this glossary.
- Common abbreviations found in rental ads

✓ **RESOURCES**

- Phone numbers, web sites, community facilities, etc. that may be of assistance to landlords and/or tenants with questions.

✓ **SAMPLE FORMS**

- A variety of forms, questionnaires, & checklists - from leases to questions to ask roommates, have been included for use by landlords and/or tenant.



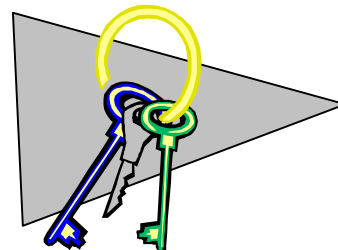
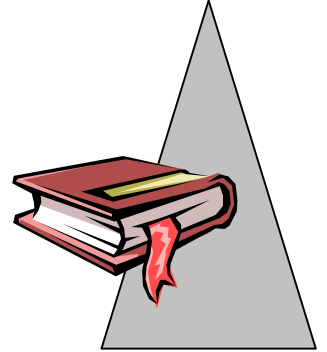
The Greeley Rental Housing Guide – Master Key is designed as a resource for general information with regard to the City laws and regulations as pertain to rental housing. This is not a legal document

This guide, while believed to be accurate, should not take the place of legal counsel. If questions arise, it is strongly recommended that an attorney's services be sought. The City of Greeley accepts no responsibility for errors that might be contained in this document.

# GLOSSARY TERMS & ABBREVIATIONS

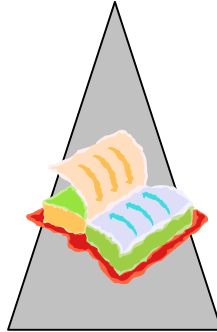
## COMMONLY USED TERMS

- ✓ **ACCELERATION CLAUSE:** A provision whereby a landlord can declare future lease installment payments due when one installment payment was not paid on time.
- ✓ **ACTION:** A legal proceeding by which one demands or enforces one's rights in court.
- ✓ **AFORESAID:** Mentioned previously.
- ✓ **ALTERATIONS:** Repairs or changes made to a premise.
- ✓ **APPLICATION FEE:** A charge to check credit & rental history. An application fee *may* be binding. (That is, once prospective tenant has applied, they have committed to renting a unit if the application is approved.) Tenants are advised to question whether or not this is the case at time of application to be safe.
- ✓ **APPURTENANCE:** Anything attached to the leased premises
- ✓ **ARREARS:** Overdue rent
- ✓ **AS IS:** Accepting the property in the condition seen. Repairs may be needed that will not be done.
- ✓ **ASSIGNMENT:** The procedure whereby a tenant relets a premise to another & transfers all rights granted under the original lease.
- ✓ **AUTOMATIC RENEWAL CLAUSE:** A provision in a written lease that allows the lease to be automatically extended upon expiration of a term of tenancy.
- ✓ **BREACH:** A violation of one or more provisions of a lease.
- ✓ **CAUSE OF ACTION:** Specific situation that may become the basis for a lawsuit
- ✓ **CIVIL:** a non-criminal legal matter. Housing disputes are generally handled in small claims or county courts.
- ✓ **CONSTRUCTIVE EVICTION:** This occurs when a tenant vacates a premise due to the landlord's gross interference with his lawful enjoyment of the premise.



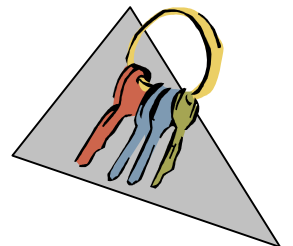
# GLOSSARY TERMS & ABBREVIATIONS

- ✓ **CONTRACT:** An agreement, upon sufficient consideration, to do a particular thing.
- ✓ **CO-TENANTS:** All occupants of an apartment.
- ✓ **COVENANT:** A promise. **INDEPENDENT COVENANT:** You must perform your obligation even if the other party does not. **DEPENDENT COVENANT:** You carry out your obligation on the condition that the other party fulfills their obligation.
- ✓ **DAMAGES:** Usually a sum of money awarded to a landlord or a tenant as compensatory suite for a financial losses caused by the other party.



- ✓ **DEFAULT:** A failure to fulfill a legal obligation, particularly payment of rent.
- ✓ **DEMISED PREMISES:** The place being rented.
- ✓ **DETAINER:** Withholding another's property against his/her will.
- ✓ **DISPOSSESS:** Remove a person from land.

- ✓ **EJECTMENT:** Eviction.
- ✓ **ENURE:** To take effect (also spelled inure).
- ✓ **ESCROW:** A fund established by a tenant & delivered to a third party, usually the court, to be turned over to the landlord only after (s)he has fulfilled some condition or obligation.
- ✓ **EVICITION:** Dispossession by law. Depriving a person of possession or occupancy. Constructive eviction is not actually removing the tenant, but making it impossible for him/her to remain because of the conditions, e.g. serious deterioration.
- ✓ **FINANCIAL GUARANTEE:** Evidence of income (usually three times the price of the rent).
- ✓ **GOODS & CHATTELS:** Personal property.
- ✓ **HOLDOVER:** Retaining possession of rented real estate after the lease tenure expires, or the landlord demands possession, or because of an alleged breach of the terms of the lease by the tenant.
- ✓ **INDEMNIFY & HOLD HARMLESS:** To free from any responsibility or liability.
- ✓ **JOINT & SEVERAL LIABILITY:** A clause making each tenant individually responsible for all terms under a lease.

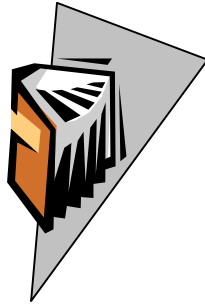


# GLOSSARY TERMS & ABBREVIATIONS

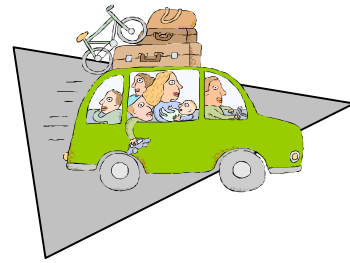
- ✓ **LEASE:** A contract by which one conveys the right to possession of real estate to another for a designated length of time & usually for a specified rent.
- ✓ **LESSEE:** A tenant
- ✓ **LESSOR:** A landlord
- ✓ **LET:** To give temporary use of apartment in return for rent paid.
- ✓ **LIABLE:** Legally bound, as to make good any loss or damage that occurs in a transaction.
- ✓ **LIABILITY:** The state of being legally responsible. Responsibility.
- ✓ **LIEN:** The holding & sale of a tenant's property for unpaid rent.
- ✓ **MAJORITY:** Of legal (18) age.
- ✓ **MONTH-TO-MONTH:** A tenancy that extends every month, as long as the rent is paid & a notice to quit or a notice to vacate, is not given.
- ✓ **NORMAL WEAR & TEAR:** that deterioration which occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the tenant or members of his household, or their invitees or guests.
- ✓ **NOTICE:** An oral or written forewarning of a legal event.
- ✓ **NOTICE OF INTENT TO VACATE:** Notice from tenant to vacate the property, often included in the lease as a requirement
- ✓ **NOTICE TO QUIT:** Notification from landlord to tenant; notifying the tenant to vacate the property.



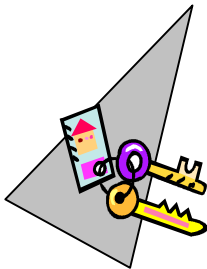
- ✓ **PARTIES (TO A LEASE):** Those who agree to abide by the provisions of a lease. Typically, a tenant, any housemates as co-tenants & the landlord.
- ✓ **PARTY OF THE FIRST PART:** The first name to appear, usually the landlord, but sometimes the tenant.
- ✓ **PETITION:** A legal document presented to the tenant at the commencement of the eviction proceeding stating the grounds for eviction & the remedy that is being sought.
- ✓ **PREMISE:** The property conveyed in a lease; a building, an apartment, a dwelling unit, etc.
- ✓ **PROPERTY:** That to which a person has a legal title; real estate that one has the legal right to possess, use & enjoy.



# GLOSSARY TERMS & ABBREVIATIONS

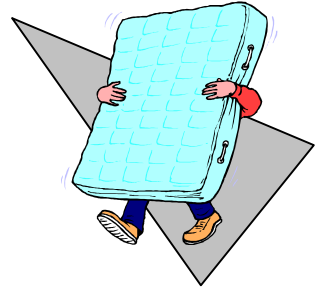


- ✓ **PROMISE TO REPAIR:** A landlord's promise to a tenant that repairs will be made. It is best to get the promise in writing, signed, & dated by all parties to the promise.
- ✓ **QUIT:** To leave or to vacate, as with an apartment.
- ✓ **RELET:** To lease again to another party.
- ✓ **REMEDY:** A legal means to redress grievances or to correct a wrong.
- ✓ **RENT:** A sum agreed upon between a landlord & a tenant to be paid at fixed interval by the tenant to the landlord for the right to possession, use, & enjoyment of the premise.
- ✓ **RENT WITHHOLDING:** The procedure whereby a tenant refuses to pay rent to the landlord or places the rent in escrow, in an attempt to force the landlord to fulfill a legal obligation.
- ✓ **REPAIR & DEDUCT:** A type of rent withholding specific to repairs. It is not advised that a tenant do a "repair & deduct" without legal counsel, as they may be evicted for non-payment of rent.
- ✓ **REALIATORY EVICTION:** An attempt by a landlord to evict a tenant in retaliatory measure for the tenant's complaint of a housing code violation to the appropriate enforcement agency or other legally protected action
- ✓ **REPLEVIN:** Legal action to recover property that was unlawfully seized.
- ✓ **SECURITY DEPOSIT:** Any advance or deposit of money, regardless of its denomination, the primary function of which is to secure the performance of a rental agreement for residential premises or any part thereof.
- ✓ **SEVEN-DAY DEMAND LETTER:** With regard to return of the security deposit – a letter stating that the tenant will sue the landlord for 3 times the amount of the deposit wrongfully & willfully withheld if the deposit is not returned to the tenant within 7 days of receipt of the letter. It must state the address of the rental premises, the dates of occupancy, & the amount of security deposit paid. If a statement of deduction was received but tenant disagrees with the amount of deductions, that should also be explained.
- ✓ **SUBLET:** Transferring part of the lease to someone else for less than the original lease term. The original tenant (called the sublessor) is still ultimately responsible for rent & damages to the premises, whether living in the unit or not.



# GLOSSARY TERMS & ABBREVIATIONS

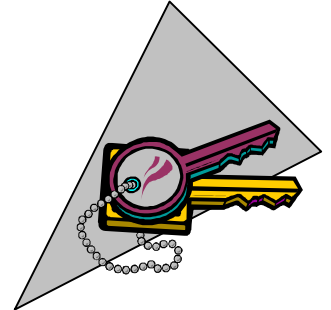
- ✓ **SUMMARY PROCEEDING (to recover possession):** Eviction. “Summary proceeding” because it is a swift & simple procedure for the landlord.
- ✓ **TESTATUM:** Act of witnessing a significant fact.
- ✓ **THREE-DAY PAY or QUIT NOTICE:** Legal notice from the landlord that a tenant is in breach of the lease. Tenant should try to rectify the problem as receiving this notice does not require you to vacate the premises.
- ✓ **UNDERLET:** To let (rent) at a price under value.
- ✓ **VACATE:** To leave the premises, whether by eviction or voluntarily.
- ✓ **WAIVER:** Relinquishment of a right; agreeing to give up something you are entitled to.
- ✓ **WARRANTY:** Guarantee, official authorization.
- ✓ **WARRANTY OF HABITABILITY:** Promise that the property is safe & usable as a residence. (Note: There is no Warranty of Habitability in Colorado at this time.)
- ✓ **WITNESS:** One who testifies in an action; one who is present at a transaction so as to be able to testify to its having taken place.



# GLOSSARY TERMS & ABBREVIATIONS

## COMMONLY USED RENTAL HOUSING ADVERTISEMENT ABBREVIATIONS

- ✓ **A/C or AIR:** Air conditioning
- ✓ **ABP:** All bills paid. The utilities (water, electricity, gas, sewage, & garbage collection) are included in the rent. Tenant pays for phone service.
- ✓ **ASAP:** As soon as possible
- ✓ **BR or BDRM:** Bedroom
- ✓ **C-FAN:** Ceiling fan
- ✓ **EFF:** Efficiency. (A one-room apartment – for eating, sleeping & living. The bathroom is separate.)
- ✓ **FP:** Fireplace
- ✓ **4-PLEX:** A rental unit comprised of 2 ground floor or “garden” apartments and 2 second floor units.
- ✓ **IMMED:** Ready for immediate occupancy
- ✓ **INCL:** Included in the rent
- ✓ **MO:** Month
- ✓ **2/2 or 3/2:** The first number indicates the number of bedrooms in the unit; the second number indicates the number of bathrooms.
- ✓ **W/D:** Washing machine & clothes dryer are provided.
- ✓ **WD CONN:** Washer & clothes dryer connections are available for tenant’s own machines.



# LANDLORD & TENANT RESOURCES

## RESOURCES FOR TENANTS & LANDLORDS



### ✓ CITY OF GREELEY

City Hall – 1000 10<sup>th</sup> Street, Greeley

**City information line** ..... 350-9777

(See menu of recorded messages in Dex phone book blue pgs.)

**City website** ..... [www.greeleygov.com](http://www.greeleygov.com)

**Directory of Services & Information** - Pamphlets available at City offices. Available in English & Spanish.

**All City Government phone numbers** can be found at the front of the local phone directory. Look for the “blue” government pages

### Community Development Department

1100 10<sup>th</sup> Street  
Greeley, CO 80631

Building Inspection Division ..... 350-9830  
(For issues of habitability)

Further information regarding the  
International Property Maintenance Code  
may be found at ..... [www.ICCSafe.org](http://www.ICCSafe.org)  
or ..... [www.ecodes.biz](http://www.ecodes.biz)

Code Enforcement Division ..... 350-9833  
(For issues regarding City codes & citations)

Planning Division ..... 350-9780  
(For zoning & land use issues)

Neighborhood Resource Office ..... 350-9781  
(For neighborhood issues)

### Licenses

Pet Licensing ..... 350-9722  
Bicycle Licensing ..... 350-9722  
Driver’s Licenses ..... 352-5845  
License Plates ..... 353-3840 X3110

**Police** ..... 911 (emergency) or 350-9605 (non-emergency)

**Water & Sewer Department** ..... 350-9720  
(For watering restrictions & billing questions)

**Union Colony Fire/Rescue Authority** (non-emergency) 350-9510

### Weld Library District

Centennial Park Library ..... 506-8600  
2227 23<sup>rd</sup> Avenue, Greeley

Farr Library ..... 506-8500  
1939 61<sup>st</sup> Avenue, Greeley

Lincoln Park Library ..... 506-8460  
919 7<sup>th</sup> Street, Greeley

# LANDLORD & TENANT RESOURCES

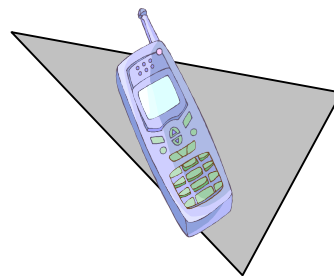
- ✓ **Michener Library** at the University of Northern Colorado .... 351-2671
- ✓ **UNITED WAY HELP LINE** ..... 211

- ✓ **LANDLORD SUPPORT**

Greeley Apartment Association ..... (970) 681-0006 (m)

Every Landlords Legal Guide

Marcia Stewart, Janet Portman,  
Ralph Warner  
7<sup>th</sup> Edition, September 2004



- ✓ **TENANT SUPPORT**

Every Tenant's Legal Guide

Marcia Stewart, Ralph Warner, Ralph  
E. Warner, Janet Portman  
6<sup>th</sup> Edition, June 2004

Abernethy's Ultimate Tenant Handbook by C. E. Abernathy, Attorney  
published by Abernathy Law Office Publishing..... (303) 830-7917  
303 E. 17<sup>th</sup> Avenue, Suite 700, Denver, CO 80203

**STUDENT HOUSING** .....(970) 351-2172  
UNC Off-Campus Housing Office  
University Center

**LEGAL SERVICES**

Students: Student Representative Council (SRC)  
University Center.....(970) 351-4281

Community: Colorado Rural Legal Services ..... (970) 353-7554  
800 8<sup>th</sup> Avenue, Greeley

**DISCRIMINATION**

State of Colorado Civil Rights Division ..... (303) 894-2997  
1560 Broadway, Suite 1050, Denver, CO 80202  
[www.dolo.state.co.us/civil-rights.htm](http://www.dolo.state.co.us/civil-rights.htm)

**LOW-COST HOUSING**

Greeley/Weld County Housing Authority ..... (970) 346-7660  
315 N. 11<sup>th</sup> Avenue, Greeley

**General Rental Information Website**

[www.ext.colostate.edu/pubs/consumer/09903.html](http://www.ext.colostate.edu/pubs/consumer/09903.html)  
(also #'s 09904, 09905, and 09906)

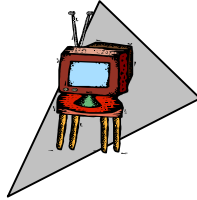
**MEDIATORS**

Please see "Yellow Pages"

# LANDLORD & TENANT RESOURCES

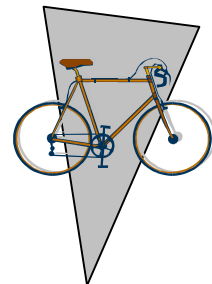
## SERVICES

- ✓ Atmos Energy (gas service).....800-481-4700
- ✓ Xcel Energy (electric service) .....888-442-1313
- ✓ Comcast 888-824-4010
- ✓ Phone Service.....See Yellow Pages Listings
- ✓ Satellite TV See Yellow Pages Listings
- ✓ Water – City of Greeley.....350-9811
- ✓ Trash & Recycling  
See phone listings under “Garbage & Rubbish Collection”
- ✓ LEAP (Low Energy Assistance Program) ..... 352-9477



## TRANSPORTATION

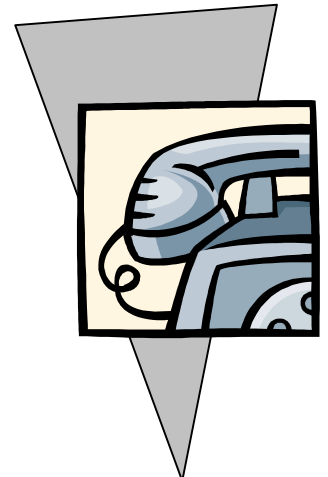
- ✓ The Bus (City of Greeley) ..... 350-9287
- ✓ Mini Bus (Weld County) ..... 365-4000
- ✓ Bicycle Routes ..... 350-9829
- ✓ Car Pool/Van Pool (Smart Trips) ..... 350-9829
- ✓ VanGo ..... 350-9829



# LANDLORD & TENANT RESOURCES

## OTHER RESOURCES FOR DISABLED RENTERS

Commission on the Disabled .....	350-9710
c/o City Human Resources Department	
Assoc. for Retarded Citizens of Weld Cty.....	353-5219
City Clerk.....	350-9740
(To arrange for sign language-City Council meetings)	
City of Greeley Building Inspection Dept. ....	350-9830
(For approval of building modifications)	
Connections for Independent Living .....	352-8682
(Call for ramp rental information)	
School Dist.6 – Hearing Impaired Lab School .....	506-7035
Envision.....	339-5360
Greeley Center for Independence .....	339-2444
Handicapped Parking Permits .....	304-3520
Weld County Clerk & Recorder-Motor Vehicle Dept	
Meals On Wheels of Weld County .....	353-9738
Med Van.....	330-6340
Shamrock Yellow Cab.....	686-5555
The Bus (City of Greeley Paratransit) .....	350-9290
Triangle Cross Ranch, Inc. ....	454-2219
United Way of Weld County .....	353-8808
For Listing of Services .....	211



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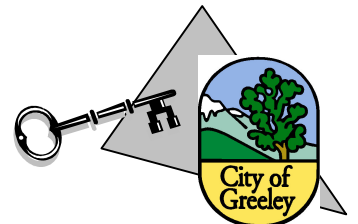
# QUESTIONS & NOTES

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# SAMPLES GUIDES, CHECKLISTS, FORMS

## SAMPLE GUIDES, CHECKLISTS, & FORMS

<i>Renter's Insurance Guide</i> .....	43
<i>Property Maintenance Standards Guide</i> .....	44
<i>Fire Safety Checklist</i> .....	45
<i>Property Inspection Checklist</i> .....	46
<i>Move-In/Move-Out Agreement</i> .....	48
<i>Wear &amp; Tear vs. Damage Guide</i> .....	51
<i>Can We Talk? Roommate Questionnaire</i> .....	52
<i>Sample Roommate Agreement</i> .....	53
<i>Sample Lease</i> .....	56



## RENTER'S INSURANCE GUIDE\*

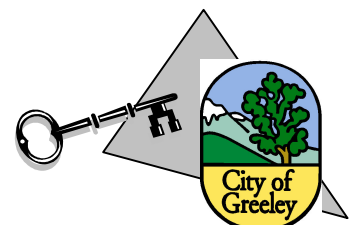
As a renter, you have probably invested more in personal property than you realize; fire, theft, and lawsuits could cause you financial problems. Renter's insurance may provide protection and give you peace of mind at the same time. Students under age 21 who maintain legal residence with their parents may be covered by their family's homeowner's policy. In this case, a student would not need insurance of his/her own, but it would be wise to check with your family's agent about this first. Renter's insurance is a valuable asset to students who are over 21 and renting off-campus housing facilities.

You will want to weigh the costs and benefits of renter's insurance for your particular situation. The importance of comparison shopping cannot be underestimated. Rates and coverage will vary widely from company to company, so consider as many different agencies as you can. Simply look under **INSURANCE** in the Yellow Pages and begin telephoning insurance agencies. Check for the following:

1. Type of coverage.
2. Coverage for damage to your personal property from fire, smoke, vandalism, wind, hail, and water.
3. Coverage for theft of personal property on and off the premises.
4. Coverage for personal liability for lawsuits if, for example, your dog bites a neighbor or someone slips on an icy sidewalk for which you were responsible.
5. Amount of coverage-the amount deductible is the sum you will be financially responsible for before a claim is covered by the insurance company.
6. Living situation-the cost of the policy will depend on your living situation and is based on such facts as the number of apartments in your building, whether you live along or with roommates, the construction of the building and whether you live in or out of the city limits.

Some students may be covered by their parents' homeowner policy, so check with your family's insurance agent.

\*Excerpted from the UNC Off-Campus Housing Guide 1996-97



# PROPERTY MAINTENANCE STANDARDS GUIDE

## OCCUPANCY

- ✓ Only one dwelling unit is permitted in all properties zoned as single-family residential. (R-L)
- ✓ No basement apartments or sleeping rooms are allowed in garages or sheds in single-family residential. (R-L)
- ✓ All sleeping rooms are required to have an exit door or window of minimum size.
- ✓ Bedrooms must be of the proper size.

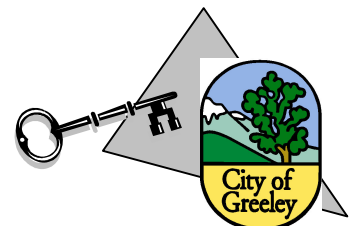
## MECHANICAL & FACILITIES

- ✓ Water heating facilities must be adequate.
- ✓ Dwellings must have proper heating facilities.
- ✓ All mechanical equipment must be maintained in safe working condition.
- ✓ Each dwelling unit must have a safe electrical system.
- ✓ Each habitable room must have two receptacle outlets.
- ✓ Smoke detectors must be located on every story of a residence, in every bedroom, & outside the immediate vicinity of the bedrooms.
- ✓ Each dwelling unit must have its own bathtub or shower, bathroom sink, toilet, & kitchen sink, which must be maintained in safe & sanitary working condition.
- ✓ A kitchen sink does not substitute for the required bathroom sink.
- ✓ Plumbing fixtures must be properly connected to water & waste water systems & be free from cross connections & leaks.
- ✓ Extension cords may not be used as permanent wiring.

## EXTERIOR/INTERIOR

- ✓ Exterior surfaces, including doors, windows, porches, fences, etc., must be maintained in good condition & protected from decay with paint or other treatment.
- ✓ Window glass & screens must be in good repair.
- ✓ There must be no evidence of insect or rodent infestation.
- ✓ The roof must not leak.

If a violation of any of the above is suspected, call the City Building Inspection Division – as noted in Section 6 – Resources. Other references with regard to property maintenance can also be found there.



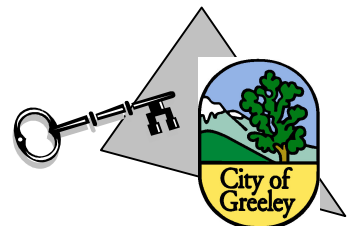
## FIRE SAFETY CHECKLIST

Landlords & tenants alike should be conscious of what constitutes a fire danger. The time to do a thorough check is not after a tragedy has occurred. The following checklist can serve as a starting place on what to watch for.

Is there:

1. A safe, continuous & unobstructed path of travel provided from any point in a building to the outside?
2. Egress doors that are easily opened from the inside without the use of keys, special knowledge, or effort?
3. Emergency escape & rescue openings operational from the inside without the use of keys or tools?
4. Well-marked exits?
5. A minimum of 2 ways to escape from basement bedrooms?
6. Evidence that flammable material is properly stored or disposed of?
7. Bars, grills, grates, or similar devices releasable or removable from the inside without the use of a key, too, or force greater than that required for normal operation of the escape & rescue opening.
8. The required fire resistance rating for walls, fire stops, shaft enclosures, partitions & floors?
9. Residential unit smoke detectors which are equipped with working batteries or are properly wired & are maintained in an operable condition?
10. A working fire extinguisher easily accessible from the kitchen area?

Parents & roommates – be sure to discuss expectations in case of a fire. Set a designated meeting area well away from the building & review fire-safety procedures as often as is necessary.



## PROPERTY INSPECTION CHECKLIST

Property Address: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

The City of Greeley has adopted and is enforcing the 1991 Uniform Housing Code. The purpose of this Code is to provide minimum standards to safeguard the life, limb, health, property and public welfare by regulation and controlling the use and occupancy, location, and maintenance of all residential buildings and structures within the City of Greeley,

Noting a "yes" response to any of the items below indicate violations of the Housing Code or other municipal codes which regulate land use and property conditions. Check with the City of Greeley Building Inspection Department at 1100 10<sup>th</sup> Street, Suite 102, 970-350-9830, for more information.

### House or Building Exterior

Yes	No	Condition
		Sagging of the roof, missing or damaged shingles, or holes. Check the eaves and soffits for missing boards, damage, or not.
		Cracks or holes in the building foundation.
		Walls with rotted wood, broken, loose or missing siding; cracks or holes in stucco; cracks in mortar; or cracked, blistered, or peeling paint. Chimney should not lean or have missing bricks.
		Gutters that sag, leak, have sections missing or disconnected, or are rusty and need paint.
		Windows that have broken panes screens torn or missing (if the windows was designed to be opened.) Windows that do not fit within the frame well, have rotted frames, or have cracked blistered or peeling paint on frame and trim.
		Doors that do not fit within the frame well, have rotted wood, cracked, blistered or peeling paint or do not open and close properly.
		Porches with missing boards or railings; that have deteriorated columns or are otherwise not supported properly; that sag excessively; have cracked, blistered, or peeling paint; or torn screens.

Yes	No	Condition
		Stairs to porches that sag; have missing steps or sections; loose handrails or missing handrails. (If you have to step up at least four times to reach the porch, you need a handrail.) Stairs with cracked, blistered, or peeling paint.
		Garages, sheds, and other detached buildings that lean or have any of the conditions listed above.
		Fences and retaining walls that lean, have parts missing, are loose or unstable, need paint, or have cracks that need patching.
		Sidewalks with tripping hazards or driveways that do not prevent tracking of mud onto the street or are not paved.

### House or Building Interior

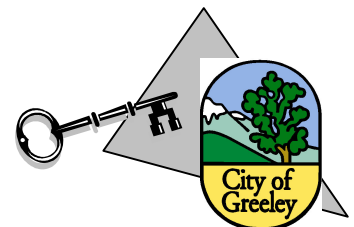
Yes	No	Condition
		Ceilings and walls are in good condition with no holes, cracks, crumbling plaster, or drywall. A stained area may indicate a leaking roof or plumbing pipes.
		Floors are in good condition. (Floor tile or carpet is not a code requirement.) However, all floor surfaces are free of holes, cracks, splinters, tears or warps that could be a trip hazard.

**House or Building Interior Continued**

Yes	No	Condition
		Windows are located in all habitable areas to provide ventilation and natural light. The windows are in good condition with no cracks or breaks in the glass and are openable. Screens are installed on all openable windows.
		Painted surfaces are smooth with no chipping or peeling. (Homes built before 1978 may contain lead paint that can be hazardous to children.)
		Electricity is required in every habitable area. Each area has at least one electrical outlet and one permanent light fixture or two electrical outlets. The wiring should not be frayed, broken, or have exposed electrical corrections. All outlets and switches have cover plates.
		Smoke detectors are installed on each level of the unit and immediately outside the bedroom areas. If there are bedrooms in the basement and the windows do not egress requirements, smoke detector is installed in these bedrooms also.
		Appliances include a refrigerator and a stove and oven. (A microwave is acceptable. These items do not have to be provided by the property owner.)
		Heating system must be adequate to provide 70 degrees Fahrenheit three feet above the floor in all habitable spaces.
		Plumbing system include a kitchen sink, a bathroom sink, a toilet, and bathtub or shower. All plumbing drains into a proper sewer or septic tank.
		Exits are free of obstructions and lead directly to the exterior or into a public corridor that leads to the outside.
		Stairways are in good condition and shall have guardrails and handrails and be adequately illuminated.

**Grounds**

Yes	No	Condition
		Trash, debris, garbage and/or uncut weeds. Inoperable vehicles, two or more unlicensed vehicles.
		Vehicles parked in the yard instead of on a driveway surfaced with an all-weather material such as concrete or asphalt.
		Areas of the yard cluttered with items such as old lumber, scrap metal, aluminum cans, appliances car parts, tires, etc.
		Evidence of rats, snakes, or other vermin on the property. (Are trash bags and dog food being stored anywhere other than in a trash can with a lid or similar rat-proof container?)
		Dead trees or dead limbs in trees.
		Pools of stagnant water in the yard, in barrels, etc.
		Animal feces, yard waste, or similarly unclean areas which are the source of odor.
		Upholstered furniture not intended for outdoor use or other discarded or abandoned household items.



## SAMPLE MOVE-IN/MOVE-OUT INSPECTION AGREEMENT

Rental Property Address: \_\_\_\_\_

Manager/Owner: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Tenant Name: \_\_\_\_\_ Unit No: \_\_\_\_\_

Date & Time Inspected: \_\_\_\_\_

Check in Tenant Signature: \_\_\_\_\_

Mgr./Owner Signature: \_\_\_\_\_

Status of Unit (D) Dirty (X) Damaged/Missing

(R) Repair Needed (N/A) Not Applicable

(C) Clean (-) OK

Cleanliness of Unit: (E) Excellent (G) Good (F) Fair (P) Poor

Area	Move In	Move Out	Cost
<b>Entrance</b>			
Door/Screens			
Locks/keys/Mailbox			
Ceiling			
Walls			
Floors/Carpet			
Light Switches/Fixtures			
Closet (if applicable)			
Other (window coverings, etc.)			
<b>Hall</b>			
Walls			
Ceiling			
Floors/Carpet			
Light Switches/ Fixtures			
Smoke Detectors			
<b>Living Room</b>			
Walls			
Ceiling			
Floors/Carpet			
Light Switches/Fixtures			
Windows & Screens			
Window Coverings			
Closet (if applicable)			
Door/Lock			
Heating Outlets/Vents			
Thermostat			
Other (fireplace, shelves, etc.)			

Area	Move In	Move Out	Cost
<b>Dining Room</b>			
Walls			
Ceiling			
Floors/Carpet			
Light Switches/Fixtures			
Windows/Screen			
Closet (if applicable)			
Door/Lock			
Heating Outlets/Vents			
Other (Built-in cabinet, shelves)			
<b>Kitchen</b>			
Walls			
Ceiling			
Floors, Carpet			
Light Fixtures/Switches			
Windows/Screens			
Closet (if applicable)			
Door/Lock			
Heating Outlets/Vents			
Cupboards/Cabinets			
Range/Hood/Vent			
Drip Pans/Rings			
Oven/Racks/Broiler Pan			
Refrigerator/Shelves/Crisper			
Sink			
Faucet			
Dishwasher			
Garbage Disposal			
Sprayer			
Other (ice trays, countertops)			



Area	Move In	Move Out	Cost
<b>Exterior</b>			
Lighting			
Porch/Handrails			
Doors			
Painting/Siding			
Roof			
Eaves			
Windows			
Stairs (if applicable)			
Yard/Landscape			

Area	Move In	Move Out	Cost
<b>Exterior</b>			
Trash/Sanitation			
Accessory Structures			
Sidewalks/Driveway			
Fence			
Other (if applicable)			

Additional Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Check-Out: \_\_\_\_\_

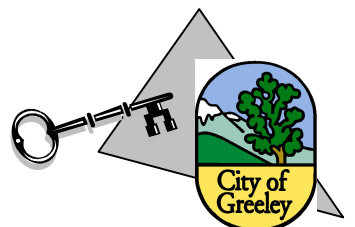
Tenant Signature \_\_\_\_\_

Date \_\_\_\_\_

Manager/Owner Signature \_\_\_\_\_

Date \_\_\_\_\_

By signing this form in the designated areas, the landlord and tenant are in agreement as to the condition of the unit at the time the tenant arrives and departs.

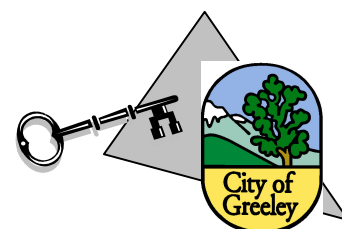


## WEAR & TEAR VS. DAMAGE GUIDE\*

This has been developed to help landlords and tenants distinguish between reasonable wear and tear and damages caused by a resident's negligence, abuse, or accident.

Wear and Tear	Damages
Peeling or cracked paint.	Drawings
Worn enamel in old bathtubs	Chipped and broken enamel in bathtub.
Worn or cracked linoleum in place where appliance had been.	Damaged tile floor due to resident negligence.
Carpet worn thin by people walking on it.	Holes in carpet from cigarette burns or carpet damaged by rust and mildew stains from resident's plant containers.
Door that sticks in humidity.	Cracked wood door that doesn't close properly because resident hammered in the metal striker that received the latch.
Small piece of wall plaster chipped.	Large chunk of plaster ripped out of wall.
Fire damage due to faulty wiring.	Fire damage caused by resident leaving lit cigarette in ashtray near drapes.
Sink drainage slow because of old pipe system.	Toilet backed up because resident flushed foreign object down it.
Floors need new coat of varnish.	Wood floors gouged when moving furniture.
Corner or a piece of wallpaper coming loose because glue has aged.	Wallpaper missing where resident tore it off the wall.
Sliding closet doors stick.	Sliding closet doors off track because track is bent.
Paint faded on kitchen walls.	Walls burned in kitchen from burner turned too high when pot on stove.
Shower rod somewhat rusted.	Shower rod missing.
Grouting in bathroom tile loose.	Tiles missing or cracked.
Dirty or faded window shade.	Torn window shade.
Old light fixture.	Missing fixtures; hole in ceiling where fixture had been removed.

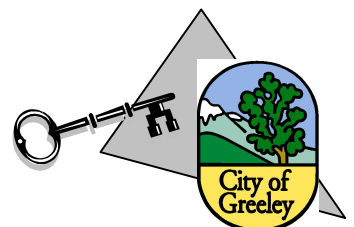
\*Courtesy Greeley Housing Authority



## CAN WE TALK?

*Communication is key to having successful roommate relationships. Here are some suggested questions, that if discussed up front, could help to minimize roommate conflicts down the road.*

1. What kind of music do you listen to? Do you like to play it loud, medium, or soft? \_\_\_\_\_  
\_\_\_\_\_
2. Do you consider yourself to be very clean, tidy, a touch on the messy side, or a total slob?  
\_\_\_\_\_
3. What kind of hours do you keep? Are you an early riser, or do you like to sleep as late as possible? Do you stay up late or go to bed early? \_\_\_\_\_  
\_\_\_\_\_
4. If a student, what is your major? Do you study a lot? Do you study with music or in total silence?  
\_\_\_\_\_
5. Do you drink alcohol? Do parties and noise bother you? If you drink alcohol, how often and how much do you "party"? \_\_\_\_\_  
\_\_\_\_\_
6. How do you feel about guests? Would it bother you to have a boyfriend/girlfriend stay overnight? What about other guests? How long is too long for guests?  
\_\_\_\_\_  
\_\_\_\_\_
7. What kind of foods do you like? Are you a vegetarian? Do you like to make your own food, or do you like to eat out often? Do you like to eat together at a table or eat in front of the TV?  
\_\_\_\_\_
8. What are some of your pet peeves about previous roommates? \_\_\_\_\_  
\_\_\_\_\_
9. Do you like to stay home, or do you have an active social life? Do you like to camp, fish, hike, or do you prefer to go dancing, bar hopping, cruising, or play other games? \_\_\_\_\_  
\_\_\_\_\_
10. Are you a deep sleeper, or do you need total silence in order to sleep? Would having the TV on bother you while you slept, or do you like to sleep with some kind of background music playing?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## SAMPLE ROOMMATE AGREEMENT

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is a contract between

\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_.

These persons have, on this date, signed a lease for the following address: \_\_\_\_\_

\_\_\_\_\_

for a term lasting from \_\_\_\_\_ to \_\_\_\_\_. A copy of the lease is attached.

A security or damage deposit of \$\_\_\_\_\_ was paid to \_\_\_\_\_, owner/manager of the above premises, and the parties wish to provide for the sharing of responsibilities in renting the above premises.

### **WE THEREFORE AGREE:**

1. To follow the rules and conditions set out in the attached lease.
2. That each of us agrees to pay 1/\_\_\_\_\_ of the following expenses incurred in renting this premises. (Check if applicable.)

_____	Rent (\$/month)
_____	Electricity
_____	Utilities
_____	General maintenance and upkeep
_____	Damages not due to negligence of any identified person
_____	Other _____

3. That 1/\_\_\_\_\_ of the security deposit is the property of each of us.
4. To remain a resident of the premises during the term of the lease, or to continue to pay his or her share of the rent during the term, unless:
  - a. the person at his/her own expense, locates a tenant to sublet his/her share, the new tenant being acceptable to other parties of this agreement; and
  - b. written consent to sublet is obtained from the owner/manager of the premises (if that is required in the lease.)
5. That any repairs or improvements to the premises that will be paid for by all the tenants shall be approved in advance, when the cost exceeds \$\_\_\_\_\_.

6. If pets are permitted under the lease, each pet owner shall be solely responsible for all damages caused by his/her pet. This includes, but is not limited to damage to furniture, carpeting, doors, lawn, and garden.

7. To the special conditions set forth below:

a. Food \_\_\_\_\_

\_\_\_\_\_

b. Cleanliness \_\_\_\_\_

\_\_\_\_\_

c. Sharing of personal items \_\_\_\_\_

\_\_\_\_\_

d. Smoking, drinking alcohol, drugs \_\_\_\_\_

\_\_\_\_\_

e. Overnight guests/visitors \_\_\_\_\_

\_\_\_\_\_

f. Privacy \_\_\_\_\_

\_\_\_\_\_

g. Noise/Study times \_\_\_\_\_

\_\_\_\_\_

h. Security \_\_\_\_\_

\_\_\_\_\_

i. Telephone (long distance), general messages \_\_\_\_\_

\_\_\_\_\_

j. Other \_\_\_\_\_

\_\_\_\_\_

Signatures:

\_\_\_\_\_

\_\_\_\_\_

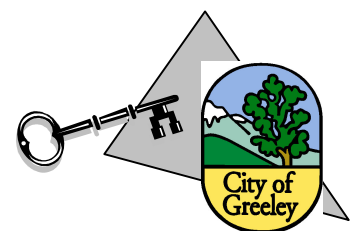
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: It is understood that this agreement is enforceable between the parties signing above, and is not binding on the landlord unless this agreement is contained in the lease.



This lease, made this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by and between \_\_\_\_\_ the landlord, and \_\_\_\_\_, the tenant(s). The landlord and tenant(s) agree that:

1. The landlord has this day leased to the tenant(s) the premises known and described as \_\_\_\_\_, in the City of Greeley, County of Weld, State of Colorado, to be occupied only as a residence by said tenant(s) and no more than \_\_\_\_\_ other persons upon the terms and conditions set forth in this lease. The premises are not/partly/fully furnished. The term of this lease shall be from \_\_\_\_\_, in the year \_\_\_\_\_, to \_\_\_\_\_ in the year \_\_\_\_\_.
2. The tenant(s) shall pay to the landlord as rent, for the term stated, \$\_\_\_\_\_ per month payable on the \_\_\_\_\_ day of each. A late fee of \_\_\_\_\_ shall be payable after the \_\_\_\_\_ of the month.
3. The tenant(s) shall:
  - A. Pay all rents promptly when due.
  - B. Pay for any damage to the leased premises or to the appliances and fixtures therein, caused by any act of negligence of the tenant(s) or any member of his or her family or a guest-damage due to ordinary wear and tear, or loss or damage by fire not caused by the tenant(s) expected.
  - C. Place garbage and refuse inside the containers provided.
  - D. Refrain from acts or practices causing noise which unreasonably disturb the neighbors.
  - E. Keep the apartment/house and grounds in a clean and sanitary condition.
  - F. Abide by municipal code regulations regarding care and occupancy of the premises.
  - G. Surrender possession of the premises to the landlord at the end of the term above.
4. The landlord or his or her agent(s) shall have the right to enter the leased premises for the following purposes: Inspecting the premises for damage or needed repairs or improvements only, without intruding into a tenant's personal effect; making necessary repairs or improvements; exhibiting the premises to prospective tenants, purchasers, or mortgages. Such entry may be only between the hours of 10:00am and 7pm after advance notice of at least 24 hours to the tenant(s) of the date, time, and purpose of the entry. Entry may be made without prior notice if landlord or his agent reasonably believes that an emergency exists, such as a fire or broken water pipe, and requires immediate entry without notice.
5. The landlord shall be responsible for the following maintenance duties during the term of this agreement:
  - A. Repair to the exterior of the premises.
  - B. Repairs to sewers, heating, all appliances, wiring, and plumbing facilities.
  - C. Repairs to all common area doors, windows, and stairs.

- D. Provide for necessary extermination service for the premises, providing for the elimination of all vermin and rodents.
  - E. Painting all interior areas of the premises with interior, nonlead-based paint of a grade capable of being washed without streaking.
  - F. Installing and maintaining locks on all doors leading from entranceways into hallways, and on the doors to all common areas.
  - G. Providing and installing screens, storm windows and window shades in good condition for all windows in the premises; storm windows are optional if landlord pays for heating.
  - H. Maintaining the premises and common areas in accordance with the uniform housing code and City or County housing, building and zoning code standards.
6. Tenant(s) shall be responsible for any of the above repairs if they are made necessary by the negligence of the tenant(s) or his or her guests.
  7. Tenant(s) shall not materially alter the premises without written permission of the landlord and shall not incur obligations for which the landlord or the premises shall be liable.
  8. The landlord shall be responsible for his or her agent's/agent's negligent maintenance of the premises and agrees to pay tenant(s) or any member of his or her household or guest for reasonable damage resulting from such negligence.
  9. All notices to quit and eviction shall be issued in strict adherence to the laws of Colorado regarding forcible entry and detainer.
  10. The tenant(s) has/have this day paid a security or damage deposit of cost of repairing damage (except ordinary wear and tear) caused by the tenant(s) or anyone other than the landlord or his agents, the cost of putting the premises in as clean a condition as the tenant(s) found them, and any rent due.
  11. Return of the above deposit, or any part thereof, shall take place within 30 days of the day tenant(s) vacate the premises. Tenant(s) shall be furnished a written statement itemizing the costs to which the deposit was applied, including names, addresses and fees of person doing repairs or cleaning, and the costs of materials used.
  12. The tenant(s) shall in addition to the rent, provide for the following utilities: Water ( ), Telephone ( ), Electricity ( ), Refuse Pick-Up ( ), Gas ( ), Cable ( ).
  13. The tenant(s) may sublet the leased premises for any part of the term of this lease, upon written consent of the landlord, which consent shall not be unreasonably withheld.
  14. Should any tenant(s) be called up into military service during the term of this lease, the lease shall be deemed at an end on the date of said call-up and all rights and obligations of landlord and tenant(s) under this lease shall cease on that date.

15. Pets shall be allowed as follows:

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15. Exhibit A provides an inspection status of this unit and is attached hereto is made a part of this lease.

16. This lease and written notations upon it constitute the entire lease agreement between landlord and tenant(s).

17. Upon termination of this agreement, the agreement shall not renew for the term of the agreement but shall become a month-to-month tenancy, unless otherwise agreed to in writing by all parties to this agreement.

Tenant

Landlord

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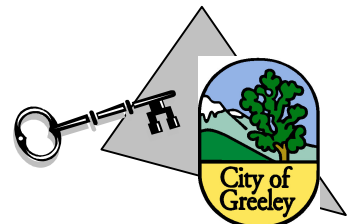
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# INDIVIDUAL TOPIC BROCHURES & RESOURCES CONSULTED

## INDIVIDUAL “KEYS” AVAILABLE

- ❖ 1 – Finding the Right Rental
- ❖ The Lease
- ❖ Frequent Questions & Resources
- ❖ The Art of Renting
- ❖ Renters With Disabilities

## RESOURCES CONSULTED

- *Greeley Rental Housing Guide, 1998 Edition*
- *Colorado Division of Housing - [www.dolo.state.co.us](http://www.dolo.state.co.us)*
- *Colorado State University Extension Service –  
[www.ext.colostate.edu/pubs/consumer](http://www.ext.colostate.edu/pubs/consumer)*
- *Colorado Landlord-Tenant Law, Third Edition*
- *General Information: [www.realestate.yahoo.com](http://www.realestate.yahoo.com)  
[www.nolo.com/lawcenter](http://www.nolo.com/lawcenter)*
- *City of Longmont Landlord-Tenant Handbook*
- *City of Ft. Collins – Guide to Renting*





