

The Colorado Renter's Guide 2009-2010



Department of Local Affairs



Strengthening Colorado Communities



INTRODUCTION

Information for Better Choices

Whether you're renting your first apartment, moving to a new city or just want to move closer to friends or work, one of the most important decisions you'll make is where you are going to live.

Renting an apartment can provide a quick, easy and affordable way to make your dream of a new home come true.

Like other important purchases, however, the more information you have, the better decisions you can make. That's why we prepared this brochure. We are the Colorado Apartment Association, with 4 local Chapters and Divisions throughout Colorado, representing more than 800 rental property owners, management professionals, and apartment builders who operate 130,000 housing units statewide.

We want to make sure your experience as a renter is as enjoyable and hassle-free as possible. CAA members are committed to maintaining the highest professional standards. Our members support a stringent Code of Ethics.

We hope this guide will help you find the apartment that's right for you.

Importance of Rental Housing to Colorado

According to the US Census, about 500,000 of Colorado's residents are renters. That's 32% of the total population. Renting gives people the opportunity to make their dream home come true in an easy and affordable way.

Many people choose renting because it's affordable, easy, and flexible. Quality rental housing grows Colorado's economy and provides residents with more options to live in this state.



TENANTS' RIGHTS

Colorado Apartment Association members take pride in providing quality rental homes for our tenants. We value our tenants and recognize our partnership with them in maintaining the rental housing industry. We believe tenants should be aware of their rights in this partnership. These rights include:

- A tenant has the right to be treated fairly and equitably when applying for, living in, and vacating a rental residence.
- A tenant has the right to be given notice prior to any entrance into a rental residence by a rental property owner or manager, (except in an emergency).
- A tenant has the right, upon written request to the rental property owner or manager, to a prompt response to requests for repairs.
- A tenant has the right to a written notice from the rental property prior to any rent adjustment.
- A tenant has the right to the return of any unused security deposit that may have been collected by the rental property owner or manager and a good faith accounting of any charges against that deposit within 30 days after

the rental residence has been vacated, or the time frame set forth in the lease not to exceed 60 days.

BEFORE YOU RENT

Tips for Renters

How Much Rent Can I Afford?

There is no hard and fast rule about how much rent you can afford. The amount varies depending on what area you live in, how much money you make, what other financial obligations and credit you have, and whether or not someone else (like your parents) is paying or guaranteeing your rent. Landlords frequently require that the rent be no more than 30 percent of your income.

Where Do I Want to Live?

When beginning your search for a new home, make a list of what you are looking for in an apartment. How many bedrooms do you need? Do you need laundry facilities? Parking? Storage? How far is it from your work or school?

You can find apartment listings many different ways. If you already know the neighborhood or apartment community you want to live in, just contact the landlord

directly. The daily newspaper, the campus housing office, monthly apartment guides or the internet are great sources too. Another way is to ask friends or family for referrals.

Look over any property that you are considering and see how well it is maintained. Are the grounds clean and litter-free? Is the landscaping well-trimmed and healthy? Are the buildings and grounds well-lit?

When touring the apartment and grounds, listen for excessive noise or other disturbances that could be a problem for you. Drive around the neighborhood during the daytime and the nighttime.

Meeting the Leasing Agent/Manager/Owner

The apartment manager, owner, or leasing agent is just as interested in renting you an apartment as you are in renting one. This is an opportunity to be clear about your needs and to get all questions answered.

- Be prepared to provide information and verification regarding your job, your income, and your past rental history.
- You want to make a good impression.
- Arrive on time for any appointment you make.

Rental Application Process

Before renting to you, almost all landlords will ask you to fill out a written rental application form. A **rental application** is different from a **rental agreement**. The landlord will use the rental application to determine if you meet their criteria.

A rental application will usually ask for the following information:

- The names, addresses, and telephone numbers of your current and past employers and landlords;
- The names, addresses, and telephone numbers of people you can use as references;
- Minor individuals who will be occupying the apartment;
- Your social security number;
- Your driver's license number or government-issued ID;
- Your credit card information;
- How much money you earn;
- Verifiable source of income (e.g. child support, salary, parental support, etc.)
- Most landlords require that all adult occupants complete a separate application

Credit Report/Typical Questions

The landlord will ask for authorization to get a copy of your **credit report**, which will show him/her how you have handled

your financial obligations in the past. A landlord will prefer to rent to someone who has a good history of paying rent and other bills on time. Most landlords also screen for criminal history. Criminal criteria varies.

The landlord CAN ask you questions such as the following:

- What kind of job do you have and how long you have worked there?
- How much money do you earn and how often are you paid?
- How many people will be living in the apartment?
- Have you ever been convicted of a felony?
- Are you a registered sex offender?

The landlord CANNOT ask you about the following:

- Your race, ethnicity, or national origin;
- Your religion or religious beliefs;
- Your sexual orientation, or marital status;
- Whether you have children under age 18 living with you;
- Whether you have mental or physical disabilities.

Application Screening Fees

When you give the manager or owner a completed application, they

will charge you and anyone else named on your rental agreement a fee to cover the cost of obtaining a credit report and verifying the information on your application which may include a criminal background check. Because application fees vary, prior to applying, make sure that you are aware of all application fees.

Before paying the application fee, ask:

- How long will it take the landlord to review your application and decide whether to rent to you?
- What are the application fees? Application fees vary and are generally non-refundable.
- Ask to review the landlord's rental criteria to avoid paying an application fee for a rental that you have no or little chance of qualifying.

Credit Issues

If you are renting for the first time, you may not have an established credit history. Similar to other creditors, many landlords may view "no credit" the same as "bad credit". If you have no credit history, be sure to ask the landlord if no credit is the same as bad credit. Likewise, if you have had problems in the past, you might have poor credit. If you have no credit or poor credit, ask the landlord if they will accept a "guarantor" or "co-signer" on the

A Guide to Renter Rights and Responsibilities

rental agreement. A guarantor or co-signer is somebody with good credit, and agrees to pay the rent if you don't. Keep in mind though, under most circumstances, landlords are not required to accept a guarantor or co-signer if you cannot qualify on your own.

Security Deposits

Most landlords will ask you to pay a security deposit as a condition of renting an apartment. Security deposit amounts can vary widely, depending on market conditions, and the rental being sought. Generally, security deposits are no more than the monthly rent. However, security deposits can be higher, up to 1.5 or 2 times the monthly rent, if you have no credit or poor credit. Additionally, some landlords will require additional deposits if you have a waterbed or approved pet. Because security deposits vary and you must pay any security deposit as a condition of renting, always make sure to ask about all security deposit requirements prior to applying.

Roommates

Any roommate should sign the same rental agreement you did. Be careful in choosing your roommate. If your roommate fails to pay their share of the rent, you are still responsible for paying the entire rent.

You must notify the landlord when any roommate on your rental

agreement moves out. If you wish to have a new roommate, the landlord will require that you receive permission prior to the new person moving in. The landlord will also require the new roommate to complete an application, rental agreement and criminal background check.

Pets

A landlord may refuse to rent to you if you have a pet, or may restrict the size or kind of pets. The landlord may also charge you an additional security deposit if you have a pet, and/or pet rent or fees.





monthly basis. Generally, either you or the landlord can end a month to month rental agreement on thirty (30) days notice and in some cases on as little as ten (10) days notice.

Month-to-month rental agreements are the exception. Most rental agreements are for a specific rental term. A rental agreement for a specific period of time is commonly referred to as a lease. Leases vary in length, but are commonly for six months or one year. Similar to month-to-month rental agreements, under most leases, you must pay the rent in advance on a monthly basis, usually on or before the first day of the month. As a general rule, you may not move out or break your lease before the term is complete. There are many advantages to a lease for a specific term. For example, the lease establishes the terms, such as the amount of the rent, which cannot change while the lease is in effect. The landlord cannot ask you to leave during the lease, unless you do things like fail to pay your rent, violate the terms of your lease, or generally fail to abide by the rules set up for the apartment community.

The disadvantage of a lease is that if you need to move suddenly for any unexpected reason (job loss, change, or transfer, or for any other expected reason) you cannot do so without breaking the lease. If you break your lease, depending on the terms of your lease, you will be responsible for either paying rent for the

BEFORE YOU SIGN

Tips for Renters

Rental Agreements

Before you can rent an apartment, you and the landlord will sign a rental agreement that provides you and the landlord with the “ground rules” of your relationship. While a rental agreement may be oral, you should always ask for a written agreement.

A month-to-month rental agreement means that you will live in the apartment and pay rent on a

duration of the lease if your apartment is not re-rented, or will be responsible for the payment of a lease break fee.

The advantage of a month-to-month rental agreement is you may terminate upon required legal notice (usually 30 days or less) without cause. However, it's important to remember, the landlord can also terminate a month to month rental agreement at any time upon required legal notice without cause as well. In addition, landlords are not required to offer month-to-month leases.

Holding Deposits

Some landlords may require a "holding deposit" from prospective tenants to show that the tenant is seriously interested in renting the apartment. Make sure that you clearly understand any terms and conditions associated with any holding deposits or fees. Generally, an owner who has taken an apartment off the market and held it for you based on your promise to rent (presumably turning away other applicants), can deduct reasonable amounts from a holding deposit to cover costs of keeping the apartment vacant (usually in the form of a daily rental charge) or costs associated with advertising.

Residents with Special Needs

Individuals with physical and mental disabilities have the right to

rent housing free from **discrimination**. A landlord must use the same criteria for the selection of disabled and non-disabled residents. It is illegal for landlords to refuse to rent to an individual because the person has a disability.

Equal access to housing for disabled persons includes the right to keep a guide dog or service animal, even if the animals are not ordinarily allowed on the property. Landlords may not charge a pet deposit or pet rent for a service animal.

Disabled tenants also have the right to make reasonable modifications to the rental property (at their own expense) to accommodate any disability. However, disabled tenants must restore the property to its pre-existing condition when they leave, if the modifications will create a problem for the next tenant. You should always talk to your landlord first prior to making any modifications.

Any person who is discriminated against by a landlord because of disability may contact the Colorado Civil Rights Division (CCRD) to file a complaint.

Lead Paint

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards

if not taken care of in a proper manner.

If you rent, there are five things you should know about lead-based paint hazards:

- It is your landlord's job to keep the paint in good shape.
- If your landlord will not fix peeling paint or water damage, call your health department.
- Make sure that workers who fix the paint do not spread paint dust.
- Workers should clean up thoroughly before they leave.
- Landlords are required by law to give you information about lead.
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If you are considering renting a home that was built before 1978, you are encouraged to check for lead paint, and to make sure the lease includes a lead paint disclosure.

MOVING IN

Inspecting the Apartment Prior to Move In (What to Look For)

Before you decide to rent, you should carefully inspect the apartment with the landlord. Make sure the apartment has been well-maintained. Most landlords have a written checklist for this purpose. If not, ask the landlord to use a written

check list so you both agree on the condition of the apartment before you move in. Look for the following problems:

- Cracks or holes in the floor, walls, or ceiling.
- Signs of leaking water or water damage in the floor, walls, or ceiling.
- Leaks in the bathroom or kitchen fixtures.
- Any signs of mold or pests.
- Lack of hot water.
- Inadequate heating or air conditioning.
- Damaged flooring.

Ask the landlord to review the condition of the apartment with you and come to an agreement on the checklist. This will avoid disputes regarding the condition of the apartment when you move out. Make sure to save a copy of the apartment condition check list for when you move.

Renters' Insurance - Benefits of Coverage

While not legally required, more and more landlords are requiring in their leases that all tenants purchase renter's insurance. Regardless if required by your lease, you should seriously consider purchasing renters' insurance. The landlord's insurance does not cover your belongings.

Renter's insurance will protect you against the loss of your property by fire or theft. It also will protect you against liability if someone claims you injured another person or damaged that person's property.

Changing Your Address

When you move, it is imperative that you notify both your landlord and the U.S. Post Office of your new address so that your mail can find you. Forms are available at any Post Office. You may also file your change of address online at www.usps.gov. If you don't notify the landlord, the landlord will send all correspondence, including your security deposit refund if applicable, to your old address.

Turning on Your Utilities

At least one week before you move into your apartment, contact the local utilities (gas, electricity, water, cable, telephone, sewer, etc.) in order to turn on the utilities in your name. Your landlord should be able to provide you with a list or may be able to do it for you. In many instances, the utility company may charge a deposit.



RIGHTS AND RESPONSIBILITIES

Maintenance and Repairs

Your lease should set forth who is responsible for day-to-day maintenance and for making repairs. Many leases require the landlord to make major repairs, and perform routine day-to-day maintenance related functions. Normally, you are required to provide the landlord with a written request for routine repairs or maintenance. Most landlords handle repairs on a first-come-first-serve basis, with the exception of emergency repairs. Emergency repairs are always given priority. Because a landlord's repair and maintenance policies are usually set forth in your lease, they can vary significantly. You should always ask about and then carefully review those policies prior to signing any lease.

Regardless of the landlord's responsibility for making any repairs, you are required to take reasonable care of the apartment. This means maintaining your apartment in a neat and sanitary condition. While the landlord may be responsible for making repairs under the terms of your lease, you are always responsible for paying for any damage caused by you or anyone for whom you are responsible (family, guests, or pets). You are also responsible for

notifying the landlord of any maintenance issues.

The Warranty of Habitability Act

Colorado adopted a Warranty of Habitability Act in 2008 that encourages both Landlords and Tenants to maintain the quality of rental housing in Colorado. The Act holds both landlords and tenants accountable. The Act establishes legal protections for residential tenants if their home become uninhabitable as defined by the law. The Act also requires Tenants to use and maintain a rental property in a reasonably clean, sanitary, and safe manner, and holds Tenants responsible for intentionally damaging a Landlord's property.

Your legal remedies under the Act are only triggered after all of the Act's requirements have been met. Your rental must substantially lack critical elements. For example, your rental must have deficient roofing, walls, windows, doors, floors, stairways, railings, locks, plumbing or gas facilities, water, heating, or electrical systems. Additionally, any deficiency in your rented unit must make your premises materially dangerous or hazardous to your life, health, or safety. You must provide your landlord with written notice of any deficiency. If your rental is materially dangerous or hazardous, and your landlord has failed to remedy such condition within a

reasonable time after receiving written notice from you, only then can you exercise the remedies provided for in the Act. Remedies include injunction, lease termination, and rent abatement.

The warranty of habitability law does not apply to all residential rental property. Under some circumstances, single family rentals, mobile homes, and four-plexes are partially or completely exempt from the Act. For example, landlords renting single family homes do not have to provide an appropriate number of garbage cans. If you agree in a separate written document, you can also be responsible for performing some maintenance and repairs if you rent an exempt eligible property. Finally, the Act does not apply if you rent a property for the specific purpose of renovating it and you qualified to perform such renovations.

When Can the Landlord Enter Your Apartment?

A landlord may generally enter your apartment only for the following reasons:

- In an emergency;
- When you have moved out or have abandoned the apartment;
- To make necessary or agreed-upon repairs or other improvements;

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- To show the apartment to prospective residents, purchasers or lenders;
- To provide entry to contractors;
- To conduct an initial inspection before the end of the tenancy as allowed by law;
- If a court permits it.

Except in an emergency, or with your permission, the landlord must give you reasonable advance notice before entering your apartment unless notice is not required by your lease under certain circumstances.

Payment of Rent

A rental agreement will state when the rent is due, generally on the first of the month. Make sure you understand exactly when the rent is due, where you should send payment, and what the policy is regarding late fees and late payment of rent. If you pay by mail, make sure to send it early enough to arrive when it's due. Be prepared to pay by check or money order. It protects you in case there is a dispute over payment. As set forth in most leases, very few landlords will accept cash.

Military Exception

If deployed or transferred, active military personnel and their families may be exempt from the normal notice requirements of the rental agreement. You are required to give

30 days notice that you are moving and you should provide a copy of your orders.

Guests

A landlord may set reasonable rules about the length of time guests may stay with you. These are usually stated in your rental agreement. Restrictions based on age, race, religion, gender, gender identification or sexual orientation are illegal.

After the rental agreement's time limit for a guest has passed, the landlord may ask your guest to fill out an application to rent and sign a rental agreement. If the time limit for a guest stay has passed, the guest becomes an unauthorized occupant. Having an unauthorized occupant reside in your apartment is a violation of almost all leases.

3-day and 30-day Notices

A landlord can give you a written 3-day notice if you have done any of the following:

- Failed to pay the rent;
- Violated any term of your rental agreement;
- Damaged the apartment;
- Disturbed other residents;
- Used the apartment for illegal purposes.
- Unauthorized pets or occupants.

The 3-day notice will tell you either: (1) that you must do something within three days to correct the problem (for example, pay any past due rent or stop violating a rule or term of your rental agreement); or (2) that the problem cannot be fixed by you, and that you must move out within three days. This is called termination for cause.

A landlord may only terminate your tenancy without cause at the end of the lease term, or at the end of a month if you are a month-to-month tenant. When the landlord wishes to terminate the tenancy for no cause, you are entitled to the amount of notice set forth in your lease. If no notice period is specified, you are entitled to the amount of notice required by law. If you fail to vacate the apartment after receiving a notice to vacate, a landlord can evict.

Call Your Landlord First

If you have a problem in your apartment, notify your landlord or manager immediately, preferably in writing. Since your apartment is a business investment for the landlord, most landlords want to keep it clean, attractive, and in good repair.

MOVING OUT

Giving Notice

If you intend to move out at the end of your lease period, you must give your landlord the notice required by the lease. If you move out without giving the proper notice, you can be responsible for rent or other charges even if you no longer reside in the apartment. Most leases require 30 days notice before you move, but some require as much as 60 days notice. To avoid problems, make sure you know the notice you are required to give when you are ready to move out. To avoid misunderstandings and other problems with notices to the landlord, you should always date any notice to the landlord, state the date you intend to move, make a copy of the notice for yourself, and personally deliver the notice, or send by certified mail, if possible.

Security Deposits

A landlord may use your security deposit to:

- Clean the apartment when you move, if the apartment is not as clean as when you moved in;
- Repair damages, other than normal wear and tear;
- Cover unpaid rent or balances due.

Your landlord must refund your excess security deposit, and provide you with an accounting of how your security deposit was spent, within 30 days after the rental residence has been vacated, or the time frame set forth in your lease, not to exceed 60 days. It is also important to note that your liability is not limited to the amount of money in your Security Deposit. Make sure to give the landlord a forwarding address.

Early Move Out

If you move out of your apartment before your lease has expired without paying all required rent, the landlord is entitled to receive rent or other damages from you as specified in your lease.

Tenant and Owner Responsibilities

While you are not obligated to do so, if you request it, a landlord will probably perform a walk-through inspection of the apartment with you prior to your moving out. A joint inspection of the property and corresponding discussion is likely to reduce disputes over cleaning and damage items and potential security deposit disputes. A joint inspection will also give you an opportunity to fix or clean problems in the apartment before you move and avoid deductions from your security deposit.

GLOSSARY

Colorado Civil Rights Division (CCRD) - The state agency that investigates complaints of unlawful discrimination in housing and employment.

Credit report - A report prepared by a credit reporting service that describes a person's credit history for the last seven years (except for bankruptcies, which are reported for 10 years). A credit report shows, for example, whether the person pays his or her bills on time, has delinquent or charged-off accounts, has been evicted, or sued and is subject to court judgments.

Discrimination (in renting) - Denying a person housing, telling a person that housing is not available (when the housing is actually available at that time), providing housing under inferior terms, harassing a person in connection with housing accommodations, or providing segregated housing because of a person's race, color, religion, gender, gender identification, sexual orientation, national origin, ancestry, source of income, age, disability, whether the person is married, or whether there are children under the age of 18 in the person's household. Discrimination also can be refusal to make reasonable accommodation for a person with a disability. A landlord may limit the total number

of persons living in an apartment based on the number of bedrooms.

Eviction – A court-administered proceeding for removing a resident from an apartment because the resident has violated the rental agreement or did not comply with a notice ending the tenancy (also called an unlawful detainer suit).

Eviction notice (or three-day notice) – A three-day notice that the landlord serves on the resident when the resident has violated the lease or rental agreement. The three-day notice usually instructs the resident to either leave the apartment or comply with the lease or rental agreement (for example, by paying past-due rent) within the three-day period.

Habitable – An apartment that is fit for human beings to live in. An apartment that substantially complies with building and safety code standards that materially affects the residence to be “habitable.”

Lease – A rental agreement, usually in writing, that establishes all the terms of the agreement and lasts for a predetermined fixed-term length of time (for example, six months or one year).

Lockout – When a landlord locks a resident out of the apartment with the intent of terminating the tenancy. Lockouts, and all other self-help eviction remedies, are illegal.

Month-to-month agreement – It gives the resident the opportunity to move out by simply giving a 30-day notice rather than being responsible for the full term of the lease.

Pro Rata – In proportion. For example, if you move in during the month, you only pay rent for the days you lived there, or pro rata rent.

Rental agreement – An oral or written agreement between a resident and a landlord, made before the resident moves in, which establishes the terms of the tenancy, such as the amount of rent and when it is due as well as the rules of tenancy.

Security deposit – A deposit or a fee that the landlord requires the resident to pay at the beginning of the tenancy. The landlord can use the security deposit, for example, if the resident moves out owing rent or leaves the apartment damaged or less clean than when the resident moved in.

Thirty-day notice – A written notice from a landlord to a resident telling the resident that the month-to-month tenancy will end in 30 days.

Additional Resources:

Colorado Division of Housing
<http://dola.colorado.gov/cdh/>

Apartment Assoc. of Metro Denver
<http://www.aamdhq.org/>