

# Eviction Answer & Defenses

## (Residential Tenancy)

<p>1. Court:</p> <p><input type="checkbox"/> District   <input type="checkbox"/> County</p> <p>Colorado County: _____</p> <p>Mailing Address: _____</p>	<p><i>This box is for court use only.</i></p>
<p>2. Parties to the Case:</p> <p>Landlord: _____</p> <p style="text-align: center;">(Also called the Plaintiff)</p> <p>v.</p> <p>Tenant or Other Occupant: _____</p> <p style="text-align: center;">(Also called the Defendant)</p>	
<p>3. Tenant or Other Occupant Information:</p> <p>Mailing Address: _____</p> <p style="padding-left: 40px;">City: _____ St: _____ Zip: _____</p> <p>Phone: _____</p> <p>Email: _____</p>	<p>4. Case Details:</p> <p>Number: _____</p> <p>Division: _____</p> <p>Courtroom: _____</p>

### 5. Penalty of Perjury

**Do not check defenses that are not true or do not apply to you.**

I submit this Answer under penalty of perjury and I swear and affirm the following is true:

### 6. Tenant Information

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

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

### 7. Defenses for Unpaid Rent

- If checked, there are no unpaid rent claims. *Skip to next section.*
- The landlord is evicting me for unpaid rent. My defenses include:
  - I don't owe the amount of money the Landlord claims. I paid the full amount I believe I owe.
  - My landlord is attempting to evict me only for the alleged nonpayment of late fees or other charges and not for past due rent and late fees or other charges.
  - I tried to pay the full amount of rent due within the cure period, but the Landlord refused to accept the payment.
  - The Landlord did not give me a 10-day period to either pay the rent owed or move out (or 5-day if an "exempt residential agreement" and is stated in the lease).

- My residence is a “covered property” pursuant to the CARES Act, and my landlord was required to give me a 30-day written notice and did not give me a 30-day written notice.
- The Landlord waived their right to evict me by accepting partial payment of rent after sending me a Demand for Compliance.
- The Landlord wants attorney’s fees or other fees not allowed under the lease or law.
- The Landlord wants illegal or unenforceable late fees and other fees.
- Warranty of Habitability  
The Landlord didn’t make the repairs needed for the home to be safe or livable.  
Describe below the conditions in the property that you believe make it unlivable and which were not repaired:

### 8. Defenses for Lease Violations

- If checked, there are no lease violation claims. Skip to the next section.
- The landlord is evicting me for lease violations. My defenses include:
  - I did not do the things the landlord says I did to violate the lease.

Explain below:

- I should not be evicted because I am a victim of domestic violence that has been documented in a police report or protection order. The alleged violation of the lease agreement is the result of the domestic violence or domestic abuse against me.
- If I did violate the lease, it was the result of a disability for which I should be granted a reasonable accommodation and allowed to remain as a tenant.

Explain below:

### 9. Defenses for Substantial Violations

- If checked, there are no substantial lease violation claims. *Skip to next section.*
- The landlord is evicting me for substantial lease violations. My defenses include:

- The Landlord claims that I have committed a substantial violation under C.R.S. § 13-40-107.5(3). I, or anyone I have invited onto the property, did not endanger the person or willfully and substantially endanger the property of the landlord, any other tenant, or any person living on or near the premises; commit a violent or drug-related felony crime; and commit a criminal act on the property I lease, or the common areas, hallway, grounds, parking lot, or other area located in the same building or complex which could carry a possible jail sentence of 180 days or more and the criminal act has been declared to be a public nuisance.
- My Landlord is not alleging that a substantial violation has occurred because the allegations do not rise to the level of a substantial violation.

Explain below:

- I did not know, reasonably could have known, or prevented, the commission of a substantial violation by a guest or invitee. But I did immediately notify law enforcement about the substantial violation.
- I should not be evicted because I am a victim of domestic violence. The domestic violence has been documented in a police report or protection order. The alleged violation of the rental agreement is the result of the domestic violence or domestic abuse against me.

**10. Defenses for Ending Tenancy Before the End of the Lease Other than for Lease Violations and Non-Payment**

- If checked, the landlord is not evicting me before the end of the lease. *Skip to next section.*
- The landlord is not ending my tenancy or not renewing my lease to retaliate against me for reporting a warranty of habitability violation.
- My landlord is trying to evict me because I tried to organize or became a member of a tenant's association or similar organization.
- My landlord accepted rent after I was served with a Notice to Quit.

**11. General Defenses**

I raise the following defenses to the *Eviction Complaint*: *(Only check defenses that apply to you. If none apply, do not check any.)*

- The landlord is guilty of committing an unfair housing practice under C.R.S. §§ 24-34-501 to 509.

*Examples Include:      Discrimination based on gender identity, marital/familial status, national origin, race, religion, sex, sexual orientation, etc.*

Explain which provisions and how the landlord broke them: *(required to raise this defense)*

- Failure to Offer or Attend Mandatory Mediation

*To be eligible for this defense, all of the following below (1 through 4) must apply:*

- 1) I'm *currently* receiving Supplemental Security Income, Social Security Disability Insurance, or Cash Assistance through the Colorado Works program (TANF); and
  - 2) I notified the landlord, in writing, that I receive that benefit OR my landlord never asked me, in writing, about whether I receive benefit; and
  - 3) The landlord has, or is believed to have, six or more rental units; and
  - 4) The landlord failed to schedule and attend mediation before this eviction case was filed.
- My landlord is trying to evict me because I made a good faith complaint to the landlord or a governmental agency about needed repairs to fix an unsafe or unlivable condition in my home.
  - My landlord is trying to evict me because I tried to organize or became a member of a tenant's association or similar organization.

#### **12. Defective Demand**

- The Demand is not signed by the landlord, landlord's agent, or landlord's attorney
- The Demand was not in writing.
- The Demand does not specify the reason for the eviction.
- The Demand does not describe the alleged violation of the lease.
- The Demand does not contain the required statement regarding possible mediation.

#### **13. Defective Notice to Quit**

- The Notice is not signed by the landlord, landlord's agent, or landlord's attorney.
- The Notice does not describe the property.
- The Notice does describe the particular time when the tenancy will terminate.
- The Notice does not provide the required amount of written notice to terminate my tenancy and I am entitled to more written notice than what was provided (note that month to month leases require 21 days written notice unless the lease provides a longer time).

#### **14. Service & Process of Notice or Demand**

- The Landlord did not properly serve the Notice or Demand, because:

- I did not receive, either personally or by posting on the property, a Notice or Demand before this case was filed.
- If served personally, the Notice or Demand was not delivered to the tenant, other person occupying the premises, or a member of the tenant's family above the age of 15.
- If served personally, the Notice of Demand was delivered to a member of the tenant's family under the age of 15.
- The Landlord did not make diligent attempts at personal service (such as knocking on the door and/or ringing a doorbell) before posting the Notice or Demand in a conspicuous location.
- The Landlord posted the Notice or Demand in a not obvious location on the property.

#### **15. Service & Process of Summons and Complaint**

- The Landlord did not properly serve the Summons & Complaint, because:
  - I did not receive a Summons & Complaint either by personal service or posting it in a conspicuous place on the property.
  - I received a Summons & Complaint by hand-delivery or by door-posting less than seven days before my return date.
  - I only received the Summons & Complaint posted on my door. I never received it in the mail.
  - I received the Summons & Complaint by mail only. It was never posted on my door or handed to me in person.
  - The agent serving the Summons & Complaint did not make diligent attempts at personal service (such as knocking on the door and/or ringing a doorbell and waiting for me to answer the door) before posting the Summons & Complaint in a conspicuous location.
  - The Summons & Complaint was served by the landlord himself.

#### **16. Standing**

- The Plaintiff is not my Landlord and there is no documentation which shows why the Plaintiff is allowed to pursue this eviction case.
- The Plaintiff does not own the property or is not the property manager and there is no documentation which shows why the Plaintiff is allowed to pursue this eviction case on behalf of the property's actual owner(s).
- The Plaintiff is a business entity that is not registered as a business or trade name on the Colorado Secretary of State website and they are not an entity that can bring this case.
- The Plaintiff is a business entity that is not in good standing with the State of Colorado.

- The Plaintiff is a business entity and is not represented by an attorney. To the best of my knowledge, the business is not a “closely held entity” that would enable it to proceed in court without an attorney.

**17. Facts in the Complaint/Other Defenses**

Is there information in the *Eviction Complaint* you believe is not true or defenses to eviction you have not listed above? If yes, explain below. Attach additional pages if more space is needed.

**18. Counterclaims**

- If checked, I am raising counterclaims or setoffs against the landlord. I repeat and reallege the claims and defenses asserted above.

Counterclaims:

- Violation of Warranty of Habitability (unlivable conditions at home).The Landlord should refund, reimburse, or offset money I paid to repair the rental property. The Landlord failed to repair the rental property in violation of the Warranty of Habitability.
- The Landlord brought this case in retaliation for my good faith complaint about needed repairs to fix an unsafe or unlivable condition in my home. I request that the court:
  - Terminate the lease; and/or,
  - Award me damages.
- The Landlord should refund, reimburse, or offset for illegal or unenforceable late fees that I previously paid.
- The Landlord failed to make a reasonable accommodation related to my disability after I requested one, which is an unfair and unlawful discriminatory housing practice. Only the District Court has jurisdiction over my counterclaim(s) pursuant to C.R.S. §§ 24-34-505.6(1) and 13-6-105 and I request this entire case be moved to District Court in accordance with C.R.C.P. 313(b).
- Discrimination or retaliation against me based on my protected status or characteristic (race, disability, religion, sex, etc.). Only the District Court has jurisdiction over my counterclaim(s) pursuant to C.R.S. §§ 24-34-505.6(1) and 13-6-105 and I request this entire case be moved to District Court in accordance with C.R.C.P. 313(b).
- I organized or became a member of a tenants’ association or similar organization and in response, the Landlord retaliated against me by increasing rent or decreasing services, terminating my lease, filing this case, or acting in a way that intimidated, threatened, discriminated against or retaliated against me.

I was discriminated against based on my immigration or citizenship status.

Damages:

The Landlord owes me money damages in the amount of \$ \_\_\_\_\_ for claims relating to my tenancy.

If checked, I request this case be moved to District Court (*if not already*), because my counterclaim is for over \$25,000. *Note that you will have to pay the filing fee to transfer this case to District Court.*

**19. Cross Claims**

If checked, please see the crossclaims I've attached.

**Note:** *A cross-claim is usually a claim against another tenant who is also listed as a defendant. See above to assert a counterclaim against the Landlord.*

**20. Jury Demand**

If checked, I request a jury trial. (*Additional non-refundable fees apply.*)

**Note:** *Not all claims are entitled to a jury trial. Your jury fee will not be refunded if you pay the fee and are not entitled to a jury. Possession claims only are not entitled to a jury.*

**21. File Online**

You can submit this form to the court (*file*) and send to the landlord (*service*) online by creating an e-filing account at [www.jbits.courts.state.co.us/efiling](http://www.jbits.courts.state.co.us/efiling).

**22. Certificate of Service**

I certify that on (*enter date*) \_\_\_\_\_, I gave a copy of this document to the other parties by: (*select at least one*)

- Colorado Courts E-Filing.
- Regular Mail, addressed to: (*name, full address*)       Hand Delivery, to: (*name, place*)
  - 1) \_\_\_\_\_.
  - 2) \_\_\_\_\_.
- Other: \_\_\_\_\_.

**23. Verified Signature**

I declare under penalty of perjury under the law of Colorado that the foregoing is true and correct.

Executed on the (*date*) \_\_\_\_\_ day of (*month*) \_\_\_\_\_, (*year*) \_\_\_\_\_, at

City: (*or other location*) \_\_\_\_\_, and

State: (*or country*) \_\_\_\_\_.

Print Your Name: \_\_\_\_\_

Your Signature: \_\_\_\_\_