

Demand for Compliance

Residential Eviction Notice

To: *(tenant's name)* And any other occupants.

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

1. Move-Out Date

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

Date:

Time:

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

Note on Move-Out Date

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

2. Time to Cure

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

*(Check one. The timeframe starts from the date served.)***Notice Needed**
 CARES Act Property: **30 days**

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

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

 Residential Agreement: **10 days**
 Exempt Residential Agreement: **5 days**
Exempt agreements are for Landlords with 5 or fewer rentals, and the 10-day notice is waived in the lease.
C.R.S § 13-40-104(5)(b)
 Employer-provided Housing Agreement: **3 days**

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

3. Grounds for Eviction

You must: *(check all that apply)*

a) Pay Rent

Pay the Landlord \$ _____ for past due rent.

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

b) Comply with the Lease

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

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

c) Stop Disturbing Conduct

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

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

Explain the conduct and any damage to the premises:

4. Description of Premises

Street Address:

City:

County:

Subdivision:

Lot:

Block:

The rent for the premises is \$ _____ per _____

5. Default

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

6. Signatures

Signature: *(Landlord/Property Manager)*

Dated:

Signature: *(Agent/Attorney)*

Dated:

7. Give Notice

C.R.S. § 13-40-108

Landlords, provide this Notice to the Tenant with a process called Personal Service:

- a) Make a copy of this signed document.
- b) Complete Sections A to C of form *JDF 98 – Affidavit of Service*.
- c) Provide the Notice and Affidavit to the local Sheriff or a Private Process Server.
- d) The Server delivers the forms and then provides you with the signed Affidavit.
- e) Keep the signed Affidavit for future filings.

Note to Tenant – Right to Mediation

If you receive:

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

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

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