

<b>JDF 143</b>	<b>Eviction Answer</b> (Mobile Home)	
<b>1. Court</b> <input type="checkbox"/> District <input type="checkbox"/> County Colorado County: _____ Mailing Address: _____	<i>This box is for court use only.</i>	
<b>2. Parties to the Case</b> Park: <i>(Plaintiff)</i> _____ v. Homeowner: <i>(Defendant)</i> _____		
<b>3. Filed by</b> Name: _____ Mailing Address: _____ City: _____ St: _____ Zip: _____ Phone: _____ Email: _____	<b>4. Case Details</b> Number: _____ Division: _____ Courtroom: _____	

**5. Background**

I submit this Answer under C.R.S. § 13-40-113. I swear or affirm the following is true:

With this Answer, I make:

- Affirmative Defenses.
- A Jury Demand. (Non-refundable fee. Only specific claims can be decided by a Jury)
- Counter/Cross Claims. (Attach claims, if any.)
- A Stay of Action Request. (See Section 7b.)

**6. Home Owner Information**

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

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

To ever change how you appear for court events:

- a) Complete form *JDF 105 – Notice about Remote Hearings*.
- b) File at least 48 hours before an event.

If *different* from [Section 3] above, my *(the Homeowner's)* contact information is as follows:

Full Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_      Email: \_\_\_\_\_

Always keep your contact info updated. Use form *JDF 88 – Contact Information Change*.

## 7. Defenses

### Note to Homeowner

- a) Review the *Eviction Complaint* to see why the Park is evicting you.
- b) For each *Cause* the Park claimed, check the defenses you plan to present at trial.
- c) Briefly explain each in [Section 8 – Explanation.] You'll present your full case at trial.
- d) This is only a partial list of defenses. Check with a lawyer for which apply to you.

### 7a) Unpaid Rent

Did the Park raise unpaid rent claims?

- No. **[Skip to Section 7b]**
- Yes. My Defenses are: (Check all that apply and explain in Section 8)
  - I don't owe the amount of money the Park claims. I paid the proper amount due.
  - I tried to pay the full rent due within the cure period, but the Park refused. C.R.S. § 13-40-104(1)(d).
  - The Park did not give me a 10-day cure period. C.R.S. § 38-12-204(1).
  - The unpaid rent is from an improper rent increase. An improper rent increase includes increases without 60 days written notice, done more than once a year, or when the Park doesn't have current registration or has unpaid penalties to the Division of Housing. See C.R.S. § 38-12-204(2)-(4).

### 7b) Defenses for Rule Violations

Did the Park raise rule violation claims?

- No. **[Skip to Section 7c]**
- Yes. My Defenses are: (Check all that apply. Explain in Section 8.)
  - I comply with the rule the Park claims I violate.
  - The Park did not serve a Notice to Terminate Tenancy for the violation. C.R.S. § 38-12-202(1)(a).
  - The Park did not give me 90 days to cure the non-compliance. C.R.S. § 38-12-202(3).
  - The Park rule is not enforceable because: (*check all that apply*) C.R.S. § 38-12-203(1)(b).

- The rule is not necessary to prevent material damage to property or someone's health or safety.
- The rule was not established in the written rental agreement at the beginning of my tenancy. Or, the rule was established or changed after I started my tenancy without my consent and 60 days written notice.

- {Affirmative Defense}** If I did violate the lease, it resulted from my disabilities, for which I should be granted a reasonable accommodation and allowed to remain a tenant (Federal Fair Housing Act).

**Stay of Action**

- I request a stay of action (*a pause*) in the case. I've challenged the rule the Park claims I violated with the Mobile Home Park Oversight Program. I've attached a copy of that complaint to this Answer. *C.R.S. § 38-12-204.5*

**7c) Defenses for Ending Tenancy**

Are you being evicted before the end of your lease term?

- Yes. **[Skip to Section 7d]**
- No, my landlord is not renewing my lease.  
My Defenses are: (Check all that apply. Explain in Section 8.)

- The Park is only ending my tenancy to give the lot to another trailer. *C.R.S. § 38-12-205.*

**7d) General Defenses**

My defenses are: (Check all that apply. Explain in Section 8.)

- The Landlord wants attorney or other fees not allowed under the lease or law.
- The Landlord wants illegal or unenforceable late and other fees.

**Affirmative Defenses:**

- Violation under the Unfair Housing Act *C.R.S. § 13-40-113(2.5).*

The landlord violated one of the provisions of the Unfair Housing Act under C.R.S. §§ 24-34-501 to 509. (Explain which provision and how it was violated in Section 8).

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



**9. File Online**

You can submit this form to the court (*file*) and send it to the landlord (*service*) online at:

**Colorado Courts Efiling**  
[\[www.jbits.courts.state.co.us/efiling\]](http://www.jbits.courts.state.co.us/efiling)  
**Note:** Not available for cases in Denver County Court.

**Fee Waivers**

To waive court fees, submit forms *JDF 205 – Motion to Waive Fees* and *JDF 206 – Order*.

**10. Certificate of Service**

On (*enter service date*) \_\_\_\_\_

I certify that I sent a copy of this document to the other parties by: (*select one*)

- Colorado Courts E-Filing. [[www.jbits.courts.state.co.us/efiling](http://www.jbits.courts.state.co.us/efiling)]
- Regular Mail, addressed to:  
*Name & full address:* \_\_\_\_\_
- Other: (*explain*) \_\_\_\_\_

**11. Homeowner 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(s): \_\_\_\_\_

Your Signature(s): \_\_\_\_\_

Lawyer Signature: (*If any*) \_\_\_\_\_

**12. Additional Information** (if any)