



COLORADO APARTMENT RENTER'S GUIDE



COLORADO APARTMENT ASSOCIATION



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, 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 four affiliates throughout Colorado, representing more than 2,000 rental property owners, management professionals, and apartment builders who operate over 400,000 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

BEFORE YOU RENT

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 as agreed in the lease).
- 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.



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.)



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:

- Employment Information
- Income and Pay Frequency
- Rental History
- Credit History
- Number of Occupants
- Criminal Convictions
- Whether the applicant is a registered sex offender
- Whether the applicant will provide a portable tenant screening report

The landlord **CANNOT** make rental decisions based on 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;
- Arrest record more than 5 year old, or that did not result in convictions;
- Source of income, income type.

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.
- Can you provide a "portable tenant screening report" instead of paying a new fee?
- What screening criteria does the landlord use?
- What is the minimum credit or income requirement?



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 rental agreement.

A guarantor or cosigner 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 water bed 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. If one roommate listed on the lease moves out, you must notify the landlord (or as required by your lease) and any change (such as a new roommate moving in) typically should be reviewed and approved by the landlord in writing. The landlord may require the new person to complete the standard application, screening and lease paperwork. If your lease allows sub-leasing or adding a roommate, the landlord may set reasonable conditions (such as screening the new roommate) if the lease provides for it. If the lease prohibits subletting or adding roommates without landlord approval, that restriction is enforceable.

PETS

A landlord may choose whether or not to permit pets in a rental unit. If pets are permitted, the landlord may impose restrictions (such as number, size, or kind of pets) and may charge a pet-security deposit and/or pet rent or fees. Under Colorado law such a pet deposit must be refundable and cannot exceed \$300 for permitting the tenant's pet animal. Additionally, pet rent or fees cannot exceed \$35 per month or 1.5% of the tenant's monthly rent, whichever is greater.

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 verbal, 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 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 twenty-one (21) 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 signing a lease for a specific term. For example, the lease sets the rent amount and other terms, which generally cannot be changed by the landlord or tenant until the lease ends—unless both parties agree in writing. During the lease term, a landlord cannot ask you to move out unless you violate the lease, such as by failing to pay rent, breaking community rules, or engaging in illegal activity on the property.

The disadvantage of a fixed-term lease is that if you need to move out early—due to job loss, relocation, or another unexpected reason—you may be responsible for certain costs. You must pay rent until the landlord re-rents the unit or until the lease term ends, whichever comes first. However, landlords in Colorado are required to make reasonable efforts to re-rent the unit. Your lease may also specify a lease-break fee if allowed by law and agreed upon in writing.

The advantage of a month-to-month rental agreement is flexibility—you may terminate upon required legal notice (at least 21 days). However, it’s important to remember, your landlord also has the same right: they may end a month-to-month tenancy with proper written notice and without needing to provide a specific reason. Keep in mind that landlords are not required to offer month-to-month rental agreements, and some may only offer fixed-term leases.

Holding Deposits

Some Colorado landlords may request a holding deposit—also called a reservation or application deposit—to show that a prospective tenant is serious about renting a unit. Because Colorado law does not specifically regulate holding deposits, the terms of refund or forfeiture depend on the written agreement between the landlord and the applicant. Always get the terms in writing, including whether the deposit is refundable, applied to rent or a security deposit, or kept if you decide not to rent.

If you end up renting the unit, the holding deposit is typically applied toward your first month's rent or security deposit. If you do not rent and the agreement does not clearly state that the landlord may keep it, the deposit should generally be refunded. Once a lease is signed, any money held as a security deposit is covered by Colorado's Security Deposit Law, which requires timely return and an itemized list of any deductions.

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.

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. In Colorado, landlords of homes built before 1978 must follow federal lead-based paint disclosure laws. Before leasing, they must disclose any known lead hazards, provide the EPA safety pamphlet, and include a signed lead warning statement with the lease. They must also keep these records for three years and follow EPA renovation rules if work disturbs painted surfaces. Disclosure is required, but removal of lead paint is not, unless local law requires it.

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

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. 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 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 requires landlords to provide and maintain rental properties that are safe, sanitary, and fit for human habitation. This means a property must have functioning plumbing, heat, electricity, and weatherproofing, and be free from hazardous conditions that threaten a tenant's health or safety. When a tenant notifies the landlord of a serious issue —such as no heat, unsafe wiring, or mold—the landlord must begin repairs within 24 to 72 hours, depending on the severity of the problem. Landlords must also respond promptly to written complaints and maintain records of all repair communications.

If a landlord fails to make timely repairs or the condition persists, tenants may terminate the lease, withhold rent, or seek damages. They may also repair the issue themselves and deduct reasonable costs, in certain situations. A landlord cannot require a tenant to waive habitability rights or pay for repairs caused by normal wear and tear, and any lease clause that limits these rights is void under Colorado law.



WHEN CAN THE LANDLORD ENTER YOUR APARTMENT?

A landlord may generally enter your apartment only in accordance with the terms of the lease, typically 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;
- 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.

Under Colorado law, a landlord may enter a tenant's apartment only for specific, reasonable purposes—such as making repairs, performing inspections, showing the unit to prospective tenants or buyers, or addressing emergencies that threaten health or safety. Entry must be at a reasonable time and in a reasonable manner, and repeated or unnecessary entries can be considered harassment or a violation of the tenant's privacy rights. In emergencies, such as fires, floods, or gas leaks, the landlord may enter immediately without notice but should inform the tenant as soon as possible afterward. Lease agreements cannot waive the tenant's right to reasonable notice and lawful entry.

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.

10-DAY AND 30-DAY NOTICES

A landlord can give you a written 10-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 10-day notice will tell you either:

(1) that you must do something within ten 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 ten 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.

YOUR RENT PAYMENTS CAN BE INCLUDED IN YOUR CREDIT SCORE

If you are trying to build your credit, why not include your rent payment? Rent is your largest monthly payment and now you can get credit for it. Rental Kharma, a Denver-based company, can help you get the credit you deserve. Through an easy registration process you can report two years of past rent payments to the credit bureaus. Best of all it's only \$10! To learn more about how Rental Kharma is working with the Colorado Apartment Association to help you get credit for your rent payments, please visit rentalkharma.com.



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 agreed to in the lease;
- 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

When a tenant moves out of a rental unit in Colorado, both the tenant and landlord have specific responsibilities. Tenants must leave the property in good condition—allowing for normal wear and tear—pay any outstanding rent or utilities, remove personal belongings, return keys, and provide a forwarding address. They are responsible for damages beyond normal wear and tear and should document the unit's condition upon move-out. Landlords must return the full security deposit or provide an itemized statement of deductions within 30 days (or 60 days if allowed by the lease), with deductions limited to unpaid rent, cleaning, or excessive damage. Failure to comply forfeits the landlord's right to withhold any portion of the deposit. While not required, tenants are encouraged to request a joint walk-through inspection before moving out to identify potential issues, discuss needed cleaning or repairs, and help prevent security deposit disputes.

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 Ten-Day Notice)

A ten-day notice that the landlord serves on the resident when the resident has violated the lease or rental agreement. The ten-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 ten-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**
www.dola.colorado.gov/cdh
- **Colorado Housing Connects**
www.coloradohousingconnects.org
Landlord/Tenant Issues
844-926-6632
Coloradohousing@connects@gamil.com
- **Immediate Housing/
Rental Assistance**
Call 2-1-1
No matter where you are in Colorado, dialing 2-1-1 gives you access to local resources for food, housing, child care, counseling, or substance abuse treatment. It's the one number for the help you need.

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