



Leases—Frequently Asked Questions (FAQ’S)

1. I got a job in another state. Does this automatically terminate the lease?

Answer: No, a lease is a legal binding contract. Nothing, including moving to another state, medical conditions or even death, terminates the lease unless the lease has a clause specifically stating that such an event will terminate the lease.

2. I just signed a lease yesterday and today I have found a place I like better. Do I have three days to change my mind?

Answer: No, as soon as you signed the lease, you created a contractual agreement between you and the landlord.

3. The landlord has not returned my security deposit, what do I do?

Answer: If you have fulfilled all requirements of the lease, you are entitled to your entire security deposit. If your landlord exceeds the time frame within which they must return the deposit, they lose the right to withhold any money at this time. They can still sue for damages. You can write a 7-day demand letter stating that if you do not receive your security deposit within 7 days, you will sue them for 3 times the amount of money involved (treble damages). In order to receive treble damages, you must prove both willful and wrongful intent on the part of the landlord. A sample of a 7-day demand letter is included in the *Landlord Tenant Handbook* (see Downloads above).

4. Can my landlord just kick me out of my house?

Answer: If you have violated a term of your lease, there is a process the landlord must go through to have their tenants evicted. They first must post a 3-day notice on the tenant's door stating they must comply with the lease or move out. The tenant then has 3 days to comply with the term of the lease the landlord noted ("fix" the problem) or leave the premises. If the tenant remains but does not fix the problem, then the landlord must file for eviction in County Court. The tenant will be notified of the court date and then both tenant and landlord will go to court to provide their sides of the story. The judge will then rule for or against eviction. If the judge rules for eviction, the tenant must vacate the premises within 48 hours. If the tenant does not vacate within 48 hours, the landlord can call the sheriff and conduct a supervised move-out of the tenant's belongings.

5. Is getting evicted a good way of getting out of a lease early?

Answer: No. If you get evicted, that eviction goes on your credit record and may make it difficult for you to rent or get any credit in the future. In addition, eviction does not release the tenant from the terms of the lease. The tenant may still be responsible for paying rent to the landlord until the landlord can re-rent the property.

6. Can my landlord come into my apartment whenever they feel like it?

Answer: Generally, reasonable notice should be given unless there is an emergency. Reasonable notice is usually defined as 24 hours. However, unless it is specifically stated in the lease, there is no specific time period that the landlord must give to come into their property. This is something that the landlord and the tenant should work out together.

7. If the landlord and the tenant do not have anything in writing, do we have any sort of lease?

Answer: When there is no written lease and has never been a written lease, the State of Colorado assumes a month to month tenancy. To terminate this type of month to month lease, either the tenant or the landlord must give the other 10 days written notice. If an old lease has run out and a new one was never signed, the contract is automatically rolled over into a month to month lease. Most of the terms of the original lease will still apply, including the amount of notice either the tenant or landlord must give to end the lease, the responsibility for maintenance and repairs and the date rent is due.

8. Who is responsible for cleaning up the property?

Answer: Unless specifically stated in the lease, the tenant is responsible to return to the property in the state in which they found it, excluding normal wear and tear.

9. What is normal wear and tear?

Answer: Normal wear and tear is generally anything which can be cleaned or which could have been prevented. Anything that occurs as part of daily living (for example, the carpet becoming more worn in places where the tenants would frequently walk) is considered normal wear and tear. Dirt or stains on the carpet and marks or nail holes in the walls are **not** normal wear and tear.

10. My landlord is selling the place that I rent. Will this terminate the lease?

Answer: The lease is still a binding contract to the new owners unless stated otherwise in the lease.

11. My landlord keeps saying they will fix broken things in the house but never gets around to it. Can I withhold my rent until things are fixed?

Answer: No. The duty of the tenant to pay rent does not depend on the landlord's duty to maintain the premises. You can get evicted for not paying rent. You can negotiate with the landlord over timelines for when things will be fixed, possible compensation for the inconvenience or the fact that you have not received what you are paying rent for. If you are not comfortable with or are unable to negotiate in person or over the phone, another option is to write a letter. The letter should clearly state the problem you would like fixed, the time frame for fixing it, and any help you can provide to make that happen (i.e., when the unit will be available for repair people to get in, etc.). If the landlord is not responsive to requests for maintenance or repairs, you may want to check with an attorney or [City Building Services](#) to see if the maintenance issue falls under City housing codes.