Colorado Residential Eviction Process, Colorado Revised Statutes § 13-40-101 et seq.

This is meant as a summary of some of the rights and obligations of residential evictions for landlords and tenants in Colorado. This summary does not represent a complete analysis of landlord-tenant law, does not constitute legal advice, and the information can change at any time. This is a general summary and it does not cover every law or exception that may apply in a particular situation.

Residential Evictions in Colorado

Colorado law requires residential landlords to follow a specific process to evict a tenant. A landlord must engage the legal process to evict a tenant, and the landlord is prohibited from self-eviction outside the legal process. The law also prohibits the landlord from shutting off utilities, threatening the tenant, changing the locks without notifying the tenant, taking the tenant's belongings or retaliating against tenants.

For a landlord to evict a tenant in Colorado, the landlord **must** follow specific steps required by law. (See steps 1-5 and the timeline graphic below). Only a court can order a tenant to leave the property, and only a sheriff's deputy can enforce this court order. This process is called a Forcible Entry and Detainer (FED), the legal term for eviction in Colorado. It is illegal for a landlord to try to force a tenant out without a court order.

The landlord must start with a proper demand or notice that is properly served on the tenant (See Step 1 below). After receiving a notice or demand, tenants have rights under Colorado law, depending on the reason for the notice or demand. Immigrant, undocumented, and refugee individuals and families have the same tenant rights and protections as all Coloradoans.

Upon the filing of an eviction case, the record is automatically suppressed and only accessible to judges, court staff, a party to the case and, if represented, the party's attorney. The record is no longer suppressed and will be made available to the public once an order granting the plaintiff possession of the premises is entered. The parties can agree to keep the record suppressed.

STEP 1: Notice Provided to Tenant

If the tenant has not paid rent or violates the terms of the lease, the landlord must give the tenant a signed "Demand for Compliance or Right to Possession." This notice is also commonly called a "10-day demand" because it allows 10 days* for the tenant to resolve the problem before the landlord can file eviction paperwork with the court. The demand must clearly state the amount of rent owed or the violation of the lease to start the eviction process. The tenant can pay the rent if rent is owed, correct the violation, move out, or dispute the eviction before a judge in court.

The landlord can serve a notice or demand to the tenant or other person occupying the premises by leaving a copy with a tenant's family member above the age of 15 years old who resides at the property, or, after two attempts at personal service at least once on two separate days, by posting it in an obvious place on the property, such as the front door. The 10 days to resolve the problem begins the day after the posting, even if the tenant never sees the notice.

If the tenant violates the same condition of a lease more than one time and a 10-day demand was previously given, there are more serious violations, or the landlord elects to nonrenew the lease for statutory no cause reason (see the "For Cause" flow chart below), the landlord can post or deliver a "Notice to Terminate Tenancy," which does not give the tenant an opportunity to correct the violation. Instead, the tenant must leave in the allowed timeframe as defined on the Notice to Terminate Tenancy or dispute the eviction before a judge in court.

STEP 2: The Complaint is Filed and Served

If the tenant doesn't resolve the lease violation and/or pay the rent owed during the 10-day* period, the landlord may file the paperwork with the court to continue the eviction process. These forms are known as the Summons and Complaint. Within one business day after filing, the landlord must serve a copy of the Summons and Complaint, including all exhibits, to the tenant.

STEP 3: Court Hearing on Eviction

The court clerk will schedule an initial appearance of the tenant for a date that is 7-14 days after the initial filing (Return Date), but the tenant must have received the Summons and Complaint at least 7 days before the initial appearance date. This date is the first opportunity for the tenant to address the court by filing an Answer to the Complaint. Courts vary in their requirements and may require both parties to appear in person, the tenant to appear in person, or simply for the tenant to file their Answer.

IF THE TENANT DOES NOT COME TO COURT FOR THE INITIAL APPEARANCE and does not file a timely Answer to the court, the court may automatically grant default judgment in favor of the landlord. This will result in a writ of restitution being issued and the tenant can be removed from their rental property.

IF THE TENANT DOES APPEAR IN COURT AND FILES A TIMELY ANSWER, there are several options:

1. Tenants can file their Answer in court at any time on or before the day the Answer is due (Return Date). Then the Court must set the trial at least 7 days (and no more than 10 days) after the Answer is filed.
2. The tenant can agree to voluntarily vacate the property, or the tenant and landlord can agree to certain terms that allow for the tenant to stay in the unit. If such an agreement is reached, it should be put in writing in the form of a "Stipulated Agreement (Evictions)" and filed with the court. The court may also suggest mediation for the parties to resolve any lease issues.
3. Tenants can pay the landlord the rent they owe and stop the eviction up to the time that the judge issues a judgment. To benefit from this right, the tenant must pay all the rent they owe before the judge issues a judgment.
4. If the tenant and landlord can't reach an agreement, the case can go to trial. At trial, both parties will have an opportunity to present evidence to support their claims.

STEP 4: Writ of Restitution Issued

If a writ of restitution is issued, it means the court has ruled in favor of the landlord and the tenant is required to leave the property. The writ of restitution is the order from the court to the sheriff which requires a sheriff's deputy to remove the tenant from the property. The court shall not issue the writ until 48 hours after entry of judgment.

STEP 5: Possession of Property is Returned

The sheriff's deputy shall not execute upon the writ of restitution until at least 10 days** after entry of the judgment. It is the landlord's responsibility to schedule a time for the eviction with the sheriff's department, but it cannot occur earlier than 10 days from when the judgment is issued.

*Different timeframes may apply for eviction of a mobile home owner or mobile home park resident under a rent to own agreement.

*There are two exceptions to the 10-day notice period for nonpayment of rent. 1) exempt residential properties where a 5-day demand may be permitted and 2) properties that receive federal funding where a 30-day demand may be required.

** Different time frames may apply for a sheriff to execute the writ of restitution on a mobile homeowner or an individual receiving public assistance, such as SSI, TANF or SSDI. In those cases the time frame is 30 days (up to 60 days for some mobile home owners).

Colorado Poverty Law Project

Eviction Court Process Roadmap

RETURN DATE

This is the date on the Summons. A tenant must either file an Answer or enter into an agreement with the landord.

DEFAULT JUDGMENT

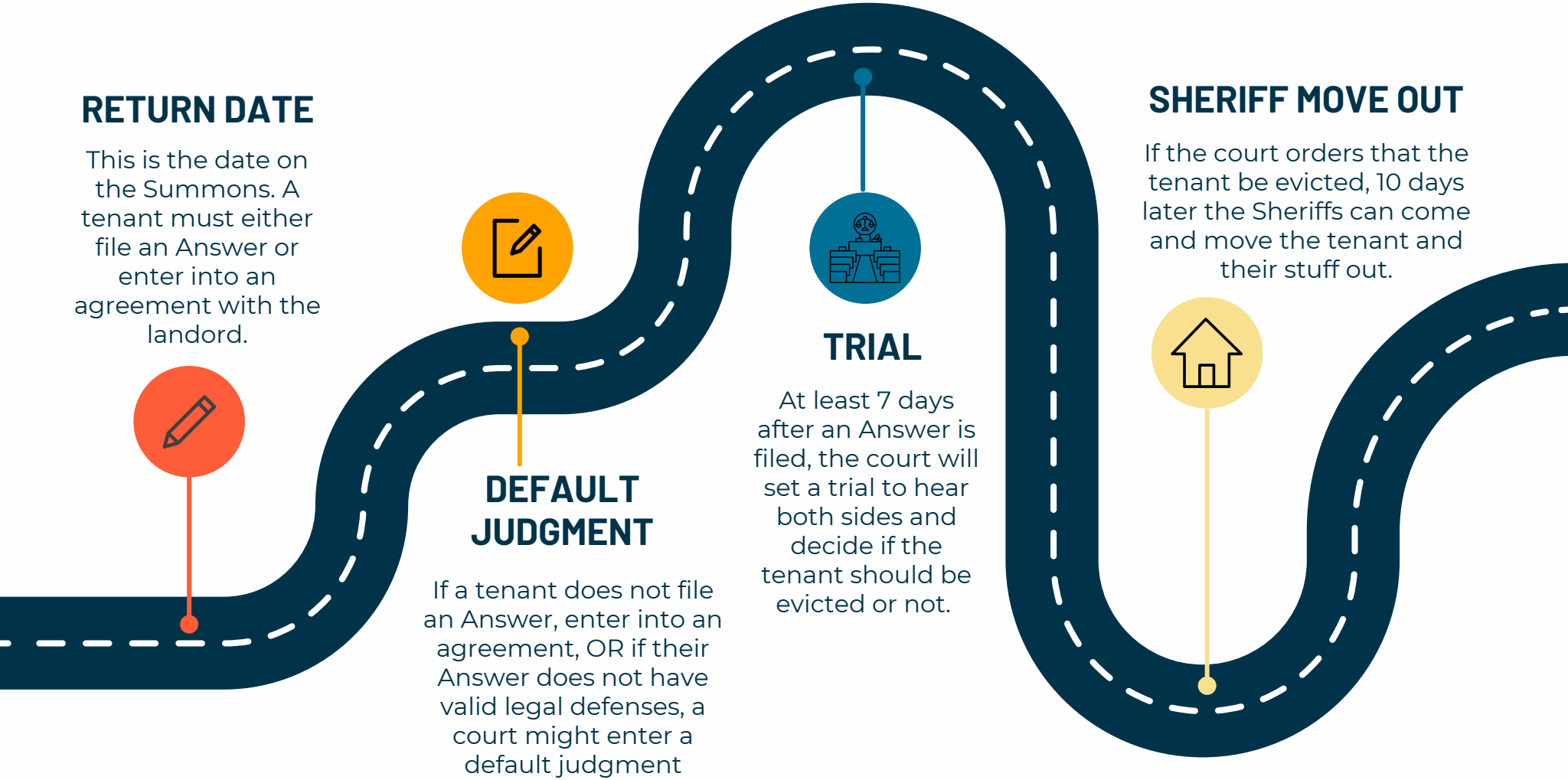
If a tenant does not file an Answer, enter into an agreement, OR if their Answer does not have valid legal defenses, a court might enter a default judgment (eviction order).

TRIAL

At least 7 days after an Answer is filed, the court will set a trial to hear both sides and decide if the tenant should be evicted or not.

SHERIFF MOVE OUT

If the court orders that the tenant be evicted, 10 days later the Sheriffs can come and move the tenant and their stuff out.



Colorado Poverty Law Project

Proceso de Desalojo

FECHA PRELIMINARIA

Esta es la fecha en la Citación. Un inquilino debe presentar una Respuesta o concretar un acuerdo con el propietario.

SENTENCIA REBELDIA

Si un inquilino no presenta una Respuesta, no concreta un acuerdo, O si su Respuesta no tiene defensas legales válidas, la corte podría dictar una sentencia rebeldía (orden de desalojo).

JUICIO

Al menos 7 días después de que se presente una Respuesta, la corte programará un juicio para escuchar a ambos y decidir si el inquilino debe ser desalojado o no.

ORDEN DE MUDANZA

Si la corte ordena que el inquilino sea desalojado, 10 días después, los alguaciles pueden venir y sacar al inquilino y sus cosas.

Colorado Poverty Law Project

For Cause Cheat Sheet

Demand for Compliance/Cure/Vacate

- Nonpayment of rent
- Material lease violation
- Nuisance, disturbing others, or damaging property

- Comply with new 2024 notice and service requirements
- Must be a material lease violation and retaliatory rent increases are prohibited
- Provide 10-day opportunity to cure (unless 30-day for "covered housing" or 5-day if "exempt rental agreement")

Notice to terminate with no right to cure

Repeat material lease violation

- Comply with new 2024 notice and service requirements
- Provide 10-days to vacate

Substantial Violation

- Comply with new 2024 notice and service requirements
- Provide 3-days to vacate

Notice to terminate tenancy/nonrenewal

Ask: Does the tenant have For-Cause protections or does one of the six exceptions apply?

If the answer is Yes

- 90 days* notice *(*landlord or spouse military exception)*
- At the end of the rental agreement (no terminating mid-lease)
- Notice must state the specific legal and factual no fault grounds
- Must comply with the many requirements for the specific no-fault grounds

Exceptions to No-Fault

1. Short term rental properties (30 days or less)
2. Owner occupied properties that are also single family home, duplex or triplex
3. Mobile home space leased to home owner or to tenant in lease-to-own agreement
4. Employer-provided housing
5. Residential tenant who has not been a tenant of the premises for at least 12 months
6. Unknown tenants

If an Exception exists then no fault protections do not apply to nonrenewals

Nonrenewal Notice timeframes

- Month to month, 21-day notice
- 6 months but less than one year, 28-days notice
- One-year or longer, 91-days notice

Current as of March, 2025. This flyer provides general information and is not a substitute for professional legal advice; it may not cover all specific situations and should not be relied upon as such.