

<b>JDF 103</b>	<b>Eviction Answer &amp; Defenses</b> (Residential Tenancy)	
<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>  Landlord: _____ (Also called the Plaintiff) v. Tenant: _____ (Also called the Defendant)		
<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 pursuant to C.R.S. § 13-40-113. I swear or affirm the following is true:

**This Answer Contains:**

Affirmative Defenses.    Counter/Cross Claims.    Jury Demand.

**6. Tenant Information**

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

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

To ever change how you appear for court events:

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

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

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

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

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

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

## 7. Facts in the Complaint

What information in the *Eviction Complaint* do you believe is inaccurate? (leave blank if none)

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*Attach more pages as needed.*

## 8. Note to Tenant: Defenses

- 1) Review the *Eviction Complaint* to see why the landlord is evicting you.
- 2) For each ground (*claim*) the landlord gives, check only the defenses that apply to you.
- 3) Be prepared to present each defense you list at trial.
- 4) This is not a complete list of defenses. Check with a lawyer to see which apply to you.

## 8A. Unpaid Rent

- If checked, there are no unpaid rent claims. *Skip to Section 8B.*
- The landlord is evicting me for unpaid rent. My defenses include:
  - I don't owe the amount of money the Landlord claims. I paid the proper amount due.
  - I tried to pay the full amount of rent due within the cure period, but the Landlord refused. C.R.S. § 13-40-104(1)(d).
  - The Landlord did not give me a 10-day cure period. (Or 5-day if an "exempt residential agreement" is stated in the lease.) C.R.S. § 13-40-106.
  - The Landlord has a federally backed mortgage and needed to give me a 30-day cure period. 15 U.S.C. § 9058(a)(2).
  - The Landlord waived their right to evict me by accepting partial payment of rent after sending me a Demand for Compliance. C.R.S. § 13-40-104(1)(d).
  - 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 Defense – Unfixed Repairs]** Warranty of Habitability  
The Landlord didn't make the repairs needed for the home to be safe or livable.  
(Also, file *JDF 104 – Unlivable Conditions at Home*).

**8B. Defenses for Lease Violations**

- If checked, there are no lease violation claims. [Skip to Section 8C.](#)
- The landlord is evicting me for lease violations. My defenses include:
  - I did not violate the lease.
  - The Landlord did not serve a Notice to Quit for a **repeat** violation. C.R.S. § 13-40-104(1)(e.5)).
  - I did not repeat a violation because the alleged violations are not a part of the same lease term. C.R.S. § 13-40-104(1)(e.5).
  - [Affirmative Defense - Disability]** If I did violate the lease, it was the result of my disabilities for which I should be granted a reasonable accommodation and allowed to remain as a tenant (Federal Fair Housing Act).

Explain:

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*Attach more pages as needed.*

**8C. Defenses for Substantial Violations**

- If checked, there are no substantial lease violation claims. [Skip to Section 8D.](#)
- The landlord is evicting me for substantial lease violations. My defenses include:
  - The Landlord claims that I have committed a substantial violation under C.R.S. § 13-40-107.5(3). I, or anyone I have invited onto the property, did not: *(all must apply)*
    - 1) purposefully and substantially endanger the property or other tenants,
    - 2) committed a violent or drug-related felony crime, or
    - 3) committed a criminal act that was a public nuisance under law or could result in jail time of 180 days or more.
  - [Affirmative Defense]** I did not know, reasonably could have known, or prevented, the commission of a substantial violation by a guest or invitee. But I did immediately notify law enforcement about the substantial violation. C.R.S. § 13-40-107.5(5)(b)(II).

**8D. Defenses for Ending Tenancy**

- If checked, the landlord is evicting me before the end of the lease. [Skip to Section 8E.](#)

The landlord is not renewing my lease to retaliate against me for reporting a warranty of habitability violation. *C.R.S. § 38-12-509(1).*

Other:

\_\_\_\_\_

*Attach more pages as needed.*

## 8E. General Defenses

I raise the following defenses to the *Eviction Complaint*: *(Only check defenses that apply to you)*

### 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.

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

Explain which provisions and how the landlord broke them: *(required to raise this defense)*

\_\_\_\_\_

*Attach more pages as needed.*

Failure to Attend Mandatory Mediation C.R.S. § 13-40-110(d).

*To be eligible for this defense, all of the following (1 through 4) must apply:*

1) I'm enrolled in one of the following benefits programs: *(must check at least one)*

- Supplemental Security Income,
- Social Security Disability Insurance, or
- Cash Assistance through the Colorado Works program. And,

2) I notified the landlord, in writing, that I receive that benefit. And,

3) The landlord has, or is believed to have, six or more rental units. And,

4) The landlord failed to schedule and attend mediation before the case was filed.

**All Other Defenses:**

*(Examples may include issues of standing, improper service, or improper notice. Be sure to explain.)*

\_\_\_\_\_

\_\_\_\_\_

*Attach more pages as needed.*

**9. Note to Tenant: Counter and Cross Claims**

- 1) Most cases do not have counter or cross claims. Additional court fees apply.
- 2) Be sure you have legal grounds to bring a claim. The facts in your case must support those claims. If not, you may have to pay the others' attorney fees and court costs.
- 3) You will have to prove any claims you raise at trial.

**9A. Counter and Cross Claims (optional)**

- If checked, please see my attached counterclaims against the Landlord.
- If checked, please see my attached crossclaims against another Tenant.

**10. Jury Demand**

- If checked, I request a jury trial. *(Additional non-refundable fees apply.)*

**Note:** *Not all claims are entitled to a jury trial.*

**11. File Online**

You can submit this form to the court (*file*) and send 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. In those cases, users may email documents to [DccCivilAnswers@DenverCountyCourt.Org](mailto:DccCivilAnswers@DenverCountyCourt.Org)

**Fee Waivers**

To waive court fees, also submit forms:

- *JDF 205 – Motion to Waive Fees and JDF 206 – Order re Court Fees.*

**12. Certificate of Service**

I certify that on (*enter date*) \_\_\_\_\_, I gave a copy of this document to the other parties by: (*select at least one*)

- Colorado Courts E-Filing. (*see Section 11*)
- Regular Mail, addressed to: (*name, full address*)       Hand Delivery, to: (*name, place*)
  - 1) \_\_\_\_\_
  - 2) \_\_\_\_\_
- Other: (*explain*) \_\_\_\_\_

**13. Verified Signature**

**Tenant 1**

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: \_\_\_\_\_

Your Signature: \_\_\_\_\_

**Tenant 2 *(if any)***

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: \_\_\_\_\_

Your Signature: \_\_\_\_\_

**Tenant 3 *(if any)***

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: \_\_\_\_\_

Your Signature: \_\_\_\_\_