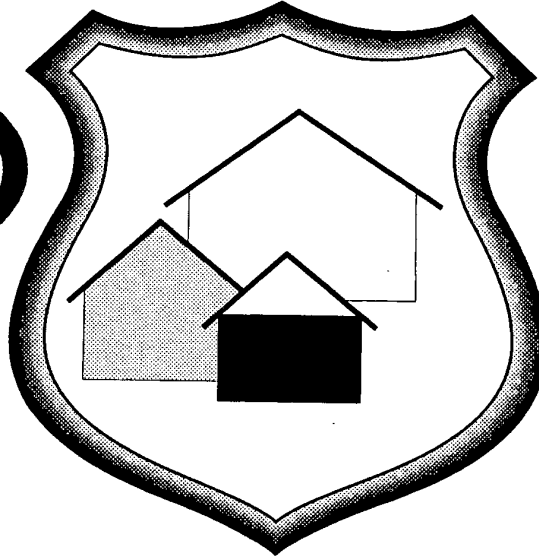


NORTHGLENN CRIME FREE MULTI-HOUSING PROGRAM



KEEPING ILLEGAL ACTIVITY OUT OF RENTAL PROPERTY

**Problem Interdiction Team
Northglenn Police Department**

A PRACTICAL GUIDE FOR LANDLORDS, TENANTS & PROPERTY MANAGERS

Based on The Landlord Training Program, Portland, Oregon
Developed by Campbell Resources, Inc.
Funded by the Bureau of Justice Assistance,
Office of Justice Programs, US Department of Justice

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THE LANDLORD TRAINING PROGRAM
KEEPING ILLEGAL ACTIVITY OUT OF RENTAL PROPERTY

A Practical Guide for Landlords and Property Managers

A Community Policing project, sponsored by the City of Northglenn

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Various parts of this document provide descriptions of legal process. Those descriptions are intended only as general summaries to foster understanding. **No part of this manual should be regarded as legal advice or considered a replacement for the landlord's responsibility to be familiar with the law. This manual is distributed with the express understanding that neither the publisher nor the author is engaged in rendering legal services.** If legal assistance is required, the services of a competent attorney should be sought. We particularly urge that an experienced attorney be brought into the process in any situation that has the potential to become adversarial.

We gratefully acknowledge the contributions of the landlords, property managers, law enforcement officers, attorneys, and administrators, in Portland, Mesa and Northglenn, who helped us adapt the program to the Northglenn community.

We especially thank John Campbell who, through tireless and selfless effort, created and nurtured the *Landlord Training Program*.

We also wish to acknowledge and thank Lt. VanHouten and Sgt. Holman, who, through devotion and generous effort, assisted in putting the *Landlord Training Program* together.

We request that any errors or significant omissions be noted and forwarded so that corrections in future versions can be made. Send comments to:

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FOREWORD

This manual is intended to address aspects of property management that may be important to the control and prevention of illegal activity on rental property. While we touch on a variety of management issues, we have left out many (prepaid rent, waiting list criteria, and abandoned property disposal, to name three) with which responsible managers should be familiar. We strongly recommend that landlords and managers ensure they have a process to keep informed of changes in the law and the evolution of techniques. In most areas of the country there are local property management associations that play this role.

Chronic drug dealing and illegal activity can reduce a community to a mere shell of what that community used to be. The community's health and well-being are a direct reflection of the quality of life in the neighborhood.

The drug trafficking and other illegal activity in a neighborhood can quickly spread once they have started. Unfortunately, many people are unaware a problem exists until it is well established, or they are unwilling to deal with the problem and hope that it will go away. Many times problems have flourished because residents of the community have expected the police or the "system" to help them.

One of the major principles of Community Oriented Policing is a partnership between the police and the community. The police are a part of the community. We do have a vital interest in the well-being of the community, but we cannot be totally effective without the community's involvement. In today's society, the police need to be regarded as part of a team, working in partnership with citizens, landlords, tenants, and homeowners.

The purpose of *The Landlord Training Program* is to help you develop into a more effective partner in our effort to keep our neighborhoods safe -- free of chronic drug dealing and illegal activity. This will make for a pleasant place to live, work and raise our families. We want to help responsible landlords that are seeking honest tenants. We also want to help prevent dishonest tenants from abusing rental housing and the neighborhoods in Northglenn. We know that most landlords are responsible and want to provide a good, fair value to their tenants. We know that most tenants are respectable people who are looking for a good environment to live. The premise of this program is that all parties concerned can benefit from the simple guidelines offered. It is hoped this manual and training program can bring about a better partnership between the police and community, and ultimately produce safer, more stable neighborhoods.

Sincerely,

Officers Dan Swathwood and Jim May,
Crime Prevention Specialist
Northglenn Police Department

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SUMMARY

The following gives an overview of the methods for fighting drug activity on rental property described in this manual. For a more in-depth understanding, refer to the full text.

I. PREPARING THE PROPERTY - PAGE 1

- A. Keep the property visible—cut back shrubs and trees, make sure entrances are well lit, use fencing that can be seen through.
- B. Get rid of all graffiti immediately to help combat gang activity.

II. APPLICANT SCREENING - PAGE 5

- A. At every step reinforce the message that you are an active manager, committed to providing honest tenants with good housing and keeping dishonest tenants out.
- B. Establish written criteria. Communicate those criteria to the applicant. Communicate your commitment to complete applicant screening.
- C. Thoroughly screen each applicant. Most landlords don't. At minimum: check photo I.D. & social security card, run a credit check, *independently* identify previous landlords, verify income.
- D. *Do it.* Don't cut corners. Don't believe it won't happen to you. Don't trust an innocent-looking face, and don't accept applicants just because your gut says they're okay.
- E. Apply your rules and procedure *equally to every applicant.*
- F. Learn the warning signs of dishonest applicants.

III. RENTAL AGREEMENTS - PAGE 23

- A. Use a contract consistent with current law or you will lose options.
- B. Point out key provisions that address "loopholes" and assure the tenant knows you take them seriously.
- C. Get signature on property condition, smoke detectors, and other issues to protect against later false accusations.

IV. ONGOING MANAGEMENT - PAGE 29

- A. Don't bend your rules. By the time most drug houses are identified, they have a history of evictable behavior which the landlord ignored.
 - If you are aware of a serious breach, serve notice immediately. Do not accept rent once you are aware of the breach without consulting an attorney first.
 - Serve the appropriate notices quickly to reinforce your commitment.
- B. Know your responsibilities as a landlord.
- C. After proper notice, conduct periodic inspections. It's your responsibility; it's a deterrent; it protects your legal options.
- D. Watch for utility problems and keep a paper trail of all activity.
- E. Open communication channels, so you hear of problems early.
 - Trade phone numbers with neighbors.
 - In multi-family properties, promote a sense of "community."

V. WARNING: ILLEGAL ACTIVITY - PAGE 38

- A. The most common illegal drugs sold today are cocaine (including "crack"), LSD, methamphetamine, heroin, and marijuana. They are described in the text.
- B. Gangs are often involved in drug activity. Reasons for gang membership, characteristics of gangs, physical/behavioral/non-verbal signs of gang involvement, and several types of gangs are discussed in the text.
- C. Dealers, distributors, meth labs, stash houses, and grow operations all have different characteristics—indicators are listed in the text.
- D. If you discover a clandestine lab, leave *immediately*, wash your face and hands, check your health, call your local law enforcement agency. Learn the process involved in cleaning up.

VI. EVICTION - PAGE 60

- A. Don't wait. Act. If a tenant is not in compliance, address the situation immediately.
- B. Know *how* to evict. Get a copy of the laws in Colorado and *read them*. If you're not sure, don't guess—get an attorney experienced in landlord/tenant relations. Cases are often lost on technicalities. You should:
 - Know the type of eviction notices available to you.
 - Know the process for serving notices and don't be afraid to use it.
 - Understand the eviction process.

VII. WORKING WITH THE POLICE - PAGE 78

- A. Know how to work with the police, but don't expect cooperation when your (civil) concerns and their (criminal) concerns conflict.
- B. If a neighbor calls you about possible drug activity on your property, know how to respond.
- C. Know how to report suspicious or criminal activity.

VIII. THE SECTION 8 PROGRAM - PAGE 88

- A. Before renting through Section 8, learn about the program's benefits and drawbacks.
- B. Recognize that publicly subsidized renters tend to have broader rights and, for compelling reasons, are more likely to fight eviction.
- C. Read your contracts carefully—there are differences from private rental contracts. For example:
 - The lease is permanent—nonrenewal notices are not allowed.
 - Other eviction options may have limitations not typically found privately.
- D. Assure that applicable lease provisions, noted in the section on *Rental Agreements*, are spelled out in an addendum.

POINTS TO CONSIDER

COSTS OF DRUG HOUSE RENTALS:

When drug criminals operate out of rental property, neighborhoods suffer and landlords pay a high price. That price may include:

1. Radical declines in property values—particularly when chronic activity leads to neighborhood owner/occupant flight.
2. Severe property damage arising from abuse, retaliation, or neglect.
3. Toxic contamination and/or fire resulting from manufacturing or grow operations.
4. Damages to the property resulting from police raids.
5. Loss of rent during eviction and repair process.
6. The fear and frustration of dealing with dangerous tenants.
7. Problems associated with growing animosity between neighbors and property managers.

BENEFITS OF ACTIVE MANAGEMENT:

Active management prevents much of the rental-based drug crimes occurring today. Developing an active management style requires a commitment to change old habits and establish new ones. Landlords and managers interviewed for this program, who have made the switch to more active management, consistently report these rewards:

1. A stable, more satisfied tenant base.
2. Increased demand for rental units—particularly for multifamily units that have developed a reputation for active management.
3. Lower maintenance and repair costs.
4. Improved property values.
5. Improved personal safety for tenants.
6. The peace of mind that comes from spending more time on routine management and less on crisis control.
7. Appreciative neighbors.

DID YOU KNOW?

Unless you have proof the property was in good condition when the tenant moved in, a dishonest tenant could damage the property, have the structure cited for the resulting health and safety violations, and then muddy the waters by either discounting the rent paid to compensate for the condition of the premises, or if you had clearly promised to make said repairs in the lease or otherwise, the tenant could, upon giving you notice, fix the problem at their own expense and deduct amounts paid from their rent. And, should you try to evict under this circumstance, you may not be successful due to the condition of the premises or your proceeding could be considered retaliatory and therefore not succeed.

If you as a landlord shut off or, by your negligence, cause to be shut off a tenant's utilities, you may face stiff penalties.

If you *knowingly* accept rent from someone occupying the house who is not on the lease, that person may now be considered your tenant, protected by all the rights typically accorded a tenant with a signed rental agreement.

If you accept rent from a tenant whom you know to be in noncompliance, you may have waived the right to evict the tenant for that particular breach.

If you violate the Fair Housing Laws that prohibit discrimination against certain classes, in addition to punitive sanctions, you can be fined \$10,000 for your first violation, \$25,000 for the second, and \$50,000 for the third.

If you intend to rent or sell property that has been used for methamphetamine manufacturing, you must first meet state and federal decontamination requirements. Until you do, you may not rent the property and you must provide prospective buyers with written documentation stating that the unit is a contaminated lab site.

In general, law enforcement will not reimburse you for the cost of damage done during the service of a warrant. In theory, you might be able to recover costs from the tenant. However that may be difficult to do.



PREPARING THE PROPERTY

Make the environment part of the solution.

THE BASICS

Make sure the aesthetic and physical nature of the property is attractive to honest renters and unattractive to dishonest ones.

KEEP THE PROPERTY UP TO HABITABILITY STANDARDS

The last thing you want to do is announce to potential tenants that you are an irresponsible landlord. Drug criminals *love* landlords who tell them "The rent is \$450 a month, but if you never call, I'll only charge \$425."

Maintaining housing standards is important to the public welfare and it is a protection against neighborhood decay. In addition, with a substandard house you are more likely to attract drug criminals. Also, you should know that eviction of a knowledgeable tenant from such a house could be a long and expensive process. If you are renting property that isn't maintained, you may have given up some of your eviction rights.

Before you rent your property, make sure it meets applicable local maintenance codes and the habitability requirements of landlord/tenant law. For a discussion of basic requirements, see the section on *Ongoing Management* and review the Colorado Landlord & Tenant Act, reprinted in the *Appendix*.

KEEP THE PROPERTY "SAFE BY DESIGN"

Crime Prevention Through Environmental Design, or "CPTED," is most often noted as a technique for reducing crime *to* a property, but it can also help reduce crime *from* a property. However, it only works if you apply it.

The key lies in creating "natural surveillance," *i.e.*, assuring that the structure and the surrounding land is visible to neighbors. Taken alone, few of the following elements will have a significant impact. Taken together, they will deter some operators from wanting to move into the property and make it easier for neighbors (or surveillance teams) to observe and document illegal activity should it start up.

Note that not every property owner can afford to apply all of these principles, but the presence of at least a few suggests a concerned and responsible landlord. Steps include:

- **If building an apartment community, scrutinize structural design with crime prevention in mind.** Avoid alcoves and concealed areas such as patios, where an intruder could gain entry unnoticed. In larger complexes, set buildings back from the perimeter street to deter the casual passerby from entering the complex area. Use

"access control," by keeping the number of entrances to a minimum and, where possible, by requiring passage through some central point, such as a lobby where a clerk may be on duty. Provide off-street parking in a secure place with controlled access.

Consider having recreational facilities or other community facilities which would encourage neighbors to become acquainted. Locate these facilities so participants become part of the "natural surveillance" system. Keep the number of units per building relatively small to facilitate a sense of community.

- **Use lighting to its best advantage.** Install photosensitive lighting over all entrances. Sellers, buyers, and manufacturers of illegal drugs don't like to be seen. At minimum, the front door, back door, and other outside entrance points should be equipped with energy-efficient flood lighting that is either motion or light sensitive—made to go on for a few minutes when a person approaches or to go on at sunset and stay on till dawn. Backyards and other areas should also be illuminated as appropriate. While lights should illuminate the entrances and surrounding grounds, they should not shine harshly into house windows—either yours or the next-door neighbor's. Be sure applicants understand that the lighting is part of the cost of renting—that it must be left on.

All walkways, activity areas, laundry facilities, and parking lots should be well-lit, especially along the complex perimeters. Any covered parking should have lighting installed under the canopy. All fixtures should be of vandal-resistant design. Landscape planning should take into account how future growth will impact lighting patterns.

- **Install fencing with visibility in mind.** All parking areas adjacent to the perimeter of the complex should have a fence or wrought iron barrier, at least six feet high, to the outside. The intent is to deny direct access to parked vehicles from the outside and to prevent the parking lots from being used as shortcuts or thoroughfares, while still providing as much visibility to the area as possible.
- **Make landscaping work for you, not against you.** A good landscape design is not enough; the landscaping must be well-maintained to be effective. Keep bushes around windows and doorways well-trimmed. They should not impair the view of entrances and windows. They should also be cut up from the ground so as to discourage the possibility of a person hiding. Consider planting barriers to ground floor apartment windows, *e.g.*, plant pyracantha under windows, and keep them trimmed to just below the window sill.

- **Post the address clearly.** Only the drug house operator will benefit if the address is difficult to read from the street. When address numbers are faded, hidden by shrubs, not illuminated at night, or simply falling off, neighbors will have one more hurdle to cross before reporting activity and police will have more difficulty finding the house when called.

Large apartment complexes should have a permanent map of the complex, including a "you are here" point of reference, at each driveway entrance. These maps should be clearly visible in all weather and well-lit. It is also recommended that rental units be numbered in a logical, consistent, and systematic manner.

If the complex consists of several buildings, each building should be identified on at least two sides with large, three-foot high building numbers (non-reflective and contrasting with the building colors) on the second or third stories. The building numbers should always be clearly visible to any adjacent parking areas both day and night.

- **Lock it.** All apartments should have solid core entrance doors with case-hardened steel single cylinder deadbolt locks possessing one inch throw bolts, and corresponding security strike plates secured by 2½ to 3 inch screws. Such doors should be equipped with 190° peepholes, one high enough for adults and another low enough for children and wheelchair-bound persons. Sliding glass doors should be secured by pins in the frame and/or a wooden rod in the track.

Keep the office or lobby locked when unattended. Do not prop open doors which are otherwise locked. Lock laundry rooms and storage areas. Have some kind of control over who enters and leaves the building.

KEEP IT LOOKING CARED FOR

Housing that looks cared for will not only attract good tenants, it will also *discourage* many who are involved in illegal activity. Changes that communicate "safe, quiet, & clean" may further protect the premises from those who want a place where chronic problem activity might be tolerated. While these approaches are useful in any type of rental, because of the day-to-day control that apartment owners have over the common areas of their property, the following approaches can make a particularly strong difference in multi-family complexes:

- ▶ **Remove graffiti fast.** Graffiti may be the random work of a juvenile delinquent, or the work of a gang member marking territory. Regardless, it serves as an invitation for more problems and it can demoralize and intimidate a neighborhood. If you believe graffiti may be gang-related, call the Police. Then remove it or paint it over. Remove it again if it reappears -- do not let it become an eyesore.

Graffiti is a tool that gangs use to claim their territory, challenge other gangs, and intimidate or demoralize a neighborhood. Graffiti may encourage gang involvement by youth and perpetuate feelings of helplessness among property owners. Graffiti must not be allowed to exist.

In many cities, there are Household Hazardous Waste Programs that will provide free recycled paint.

If you do not wish to use recycled paint products, you may wish to purchase some paint and keep it on hand for that problem wall. You might also approach a neighborhood paint store or department store who would be willing to donate free paint for a neighborhood project.

An alternative is to plant some type of barrier plant or use chain link fencing. Better area lighting might also discourage gang "artistry".

- ▶ **Repair vandalism.** As with graffiti, an important part of discouraging vandalism is to repair the problem fast. If the vandalism appears directed against you or your tenants, the police should be advised immediately and additional approaches discussed to address the situation.
- ▶ **Keep the exterior looking clean and fresh.** Fresh paint, well-tended garden strips, and litter-free grounds help communicate that the property is maintained by someone who cares about what happens there.

APPLICANT SCREENING

"An ounce of prevention..."

THE BASICS

Objectives: Attract honest tenants, while encouraging dishonest tenants to choose not to apply. Have a back up system to help discover if a dishonest person has applied. Use a process that is legal, simple, and fair.

1. At every step reinforce the message that you are an active manager, committed to providing honest tenants with good housing and keeping dishonest tenants out.
2. Establish *written* criteria. Communicate those criteria to the applicant. Communicate your commitment to complete applicant screening.
3. Thoroughly screen each applicant. Most landlords don't. At minimum: check photo I.D. & social security card, run a credit check, *independently* identify previous landlords, verify income.
4. *Do it.* Don't cut corners. Don't believe it won't happen to you. Don't trust an innocent-looking face, and don't accept someone just because your gut says they're okay.
5. Apply your rules and procedure *equally to every applicant.*
6. Learn the warning signs of dishonest applicants.

OVERVIEW

There are two ways to screen out potentially troublesome tenants:

1. **Encourage self screening.** Set up situations that discourage those who are dishonest from applying. Every drug dealer who chooses not to apply is one more you *don't* have to investigate.
2. **Uncover past behavior.** More often than not, a thorough background check will reveal poor references, an inconsistent credit rating, or falsehoods recorded on the application.

The goal is to weed out applicants planning illegal behavior *as early as possible.* It will save you time, money, and all the entanglements of getting into a legal contract with people who may damage your property and erode neighborhood property values.

For the following steps to be most effective, it is just as important that *applicants actually read and understand the rules and the process* as it is that you implement the process in the first place. Implementing elements of the following suggestions may help protect you legally. Assuring that an applicant knows your commitment to the process may help prevent problems before they have a chance to grow.

Also, a word of caution: If you are looking for a one-step solution, you won't find it here. There are no "magic" phone numbers you can call to get perfect information about applicants and their backgrounds. Effective property management requires adopting an approach and attitude that will discourage illegal behavior, while encouraging the stabilization, and then growth, of your honest tenant base. What makes the following process so effective is not any one step, but the cumulative value of the approach.

A NOTE ABOUT FEES AND DEPOSITS

Many successful landlords require deposits or application fees. Deposits and fees should not be used as a money maker, but only as a means to cover processing costs. Moreover, you need to provide full written disclosure as to the conditions under which fees will or will not be returned. We suggest you determine your real cost of screening and adjust the amount accordingly. If your costs are higher than the market will bear, select a lower fee that will cover as much as possible. Here's what you should know:

- 1. Deposits/fees can save you time.** If there is a fee involved, applicants are less likely to apply to multiple apartments. So you are less likely to waste time screening someone who then decides to rent elsewhere. Also, with money on the line, an applicant may take an extra few minutes to make sure every block in the application form is filled in completely and accurately—making your verification process easier.
- 2. Deposits/fees provide some weeding ability.** Taking the time to screen an applicant costs real money. People who are planning illegal activity may recognize your charging a fee as further indication of your commitment to screen carefully.
- 3. Deposits/fees pay for better screening.** It costs money to run credit reports. It takes time, and sometimes mileage or long distance costs, to verify the identity of previous landlords and conduct other reference checks. If you find you "can't afford" to screen applicants effectively, charge a fee to defray the cost. (Regardless, you can't afford *not* to screen—meth labs have cost landlords the equivalent of three *years'* rent, and almost any drug house will cost you at least a few months' rent over what typical turnover would cost.

The cost of screening, by comparison, is cheap.

4. **Deposits/fees should not be abused.** You must provide full written disclosure to the applicant as to the conditions under which fees or deposits will not be returned. If multiple applicants apply for the same rental, it is best to consider them in order of application. If you discover the first person provided false information, you could reject that applicant and keep the fee. If the second applicant is accepted, you could also keep that fee. *But return the fees to the subsequent applicants*, because you accepted an earlier applicant. Return those fees even if, in the name of efficiency, you already incurred some screening costs on those applicants. You can't expect applicants to pay a fee if they don't get a chance to rent the apartment.

Of course, if you are running a multi-family unit and have a waiting list policy, you may give the other qualified applicants the option of being placed on your waiting list. (Note that, because of Fair Housing regulations, it will be in your interest to develop a written waiting list policy. For details contact an attorney who specializes in landlord/tenant law.)

Because there is a possibility for abuse, some recommend refunding *all* applicants except the final tenant. This approach can work, but you will need to charge a higher fee to cover the cost of checking the backgrounds of rejected applicants.

ASSURE "SELF SCREENING ENCOURAGEMENT" IS DONE FAIRLY

Fair Housing laws are designed to protect the way applicants are screened and to assure that all qualified applicants feel equally invited to apply. The key lies in making sure your process is a fair one and that it does not discriminate against people on the basis of race, color, religion, sex, handicap, national origin, or familial status, *i.e.*, the presence or absence of children (Colorado and Federal Fair Housing Acts). Be aware that some cities adopt local ordinances which are broader to include age, sexual or affectional preference, and marital status. Check with your local City Clerks office. To comply, you should design a fair process *and* apply it equally to all applicants. For example, if you give an applicant a piece of paper that warns against selling drugs on the property, be sure you give that same piece of paper to *all* applicants. (You will also want to assure the language does not discourage a protected class of applicants from applying.)

Most of the attorneys and legislative authorities we have interviewed recommend development of written rental criteria and posting a copy of those criteria in your office. If you do not have a rental office, one method of insuring fairness is to staple the criteria to *every* application you give out.

Again, remember to have applicants read the information when they apply. Posting information alone is of limited prevention value unless the applicants actually read it. Consider having applicants place their initials on a copy of the rental criteria to acknowledge that they have read and understand the information.

WHAT TO POST

Many of the attorneys and legislative authorities we have interviewed recommend development of written rental criteria and posting a copy of those criteria in your rental office. If you do not have a rental office to which all applicants appear, consider stapling the criteria to *every* application you give out.

Remember to have applicants read the information. Posting information alone is of limited prevention value unless applicants actually read it.

The following is intended as a "generic" example of information a manager might post and direct each applicant to read. The intent is to encourage every honest tenant to apply, while providing dishonest applicants with an early incentive to pursue housing elsewhere. Every drug dealer who doesn't apply is one more you don't have to deal with.

By itself this information will scare off only a few drug people. Many have heard tough talk before. Most expect landlords to be too interested in collecting rent to care about real applicant screening. The important thing is to begin with this baseline of information and follow through in word and action—continue reinforcing the point that you enjoy helping honest tenants find good housing by carefully screening every applicant, and *then actually screen them*.

While we have attempted to assure the following section adheres to the goals of Fair Housing, this is not intended to replace your responsibility to understand the law and to follow it. Applying Fair Housing practices involves much more than the language used in the applicant screening process. If you are not familiar with your responsibilities under Fair Housing, you are encouraged to seek information from your local rental housing associations or from an attorney who specializes in the subject.

Also, the following is only an example. You should adjust the criteria as appropriate (such as changing the debt to income percentage) or add different conditions (such as payment of additional deposits for borderline cases, instead of co-signer arrangements). Whatever criteria you set, have them reviewed by an attorney familiar with current landlord/tenant issues before you post them.

Our Application Process

We are working with neighbors and other landlords in this area to maintain the quality of the neighborhood. We want to assure that people do not use rental units for illegal activity. To that end, we have a thorough screening process.

Because it costs us time and money to do a thorough check of your application, there is a non-refundable processing fee of \$_____. We will accept the first *qualified* applicant. If we do not process your application due to accepting an earlier applicant, your fee will be refunded.

If you meet the application criteria and are accepted, you will have the peace of mind of knowing that other renters in this area [apartment complex] are being screened with equal care, and that the risk of illegal activity occurring in the area is reduced.

Please review our list of criteria. If you feel you meet the criteria, please apply—because we'd be happy to rent to you. Also, if you have any questions or concerns, feel free to ask.

Please note that we provide equal housing opportunity: *we do not discriminate on the basis of race, color, religion, sex, handicap, national origin, familial status, marital status, age, sexual preference, or source of income.*

Applicant Screening Criteria

- **A complete application.** One for each person not related by marriage. If a line isn't filled in (or the omission explained satisfactorily), we will return it to you.
- **Rental history verifiable from unbiased sources.** If you are related by blood or marriage to one of the previous landlords listed, or your rental history does not include at least two previous landlords, we will require a qualified co-signer on your lease (qualified co-signers must meet all applicant screening criteria).

It is your responsibility to provide us with the information necessary to allow us to contact your past landlords. We reserve the right to deny your application if, after making a good faith effort, we are unable to verify your rental history.

If you owned—rather than rented—your previous home, you will need to furnish mortgage company references and proof of title ownership or transfer.

- **Sufficient income/resources.** If the combination of your monthly personal debt, utility costs, and rent payments will exceed [%] of your monthly income, before taxes, we will require a qualified co-signer on your rental agreement. If the combination exceeds [%] of your monthly income, your application will be denied.

Income must be verifiable through pay stubs, employer contact, or tax records. All other income, including self employment, must be verifiable through tax records. For Section 8 applicants, the amount of assistance will be considered part of your monthly income for purposes of figuring the proportion.

NOTE: See "What To Post" discussion on page 8 prior to using.

- **You will be denied rental if:**
 - ▶ You misrepresent any information on the application. If misrepresentations are found after a rental agreement is signed, your rental agreement will be terminated.
 - ▶ In the last five years you have ever been convicted of the manufacture or distribution of a controlled substance.
 - ▶ In the last five years you have a conviction for any type of crime that would be considered a threat to real property or to other residents' peaceful enjoyment of the premises, *including* the manufacture or distribution of controlled substances.
 - ▶ Your credit check shows accounts that are not current. For example, occasional credit records showing payments within ___ to ___ days past due could be acceptable, provided you can justify the circumstances. Records showing payments past ___ days are not acceptable.
 - ▶ In the last five years you have had unpaid collections, a court-ordered for-cause eviction, or any judgement against you for financial delinquency.
 - ▶ Previous landlords report significant complaint levels of noncompliance activity including but not limited to:
 - . Repeated disturbance of the neighbors' peaceful enjoyment of the area.
 - . Reports of gambling, prostitution, drug dealing, drug manufacturing or gang activity.
 - . Damage to the property beyond normal wear.
 - . Reports of violence or threats to landlords or neighbors.
 - . Allowing persons not on the lease to reside on the premises.
 - . Failure to give legal notice when vacating the property.
 - ▶ Previous landlords would be disinclined to rent to you again for any other reason pertaining to the behavior of yourself, your pets, or others allowed on the property during your tenancy.
- **There is a \$___ application fee/security deposit.** This fee is non-refundable unless we do not process your application due to the acceptance of an earlier applicant. We will process applications in the order they are received.
- **Two pieces of I.D. must be shown.** We require a photo I.D. (a driver's license if possible) and a social security card, non-resident alien card, military I.D., or government issue I.D. Present with completed application.
- **We will require up to () business days to process an application.**
- **We will accept the first qualified applicant.**

Rental Agreement

If you are accepted, you will be required to sign a rental agreement in which you will agree to abide by the rules of the rental unit or complex. A complete copy of our rental agreement is available for anyone who would like to review it. Only those who sign the agreement will be permitted to become tenants at the residence.

Please read your rental agreement carefully, as we take each provision of the agreement quite seriously. The agreement and the attached provisions have been written specifically to ensure the safe and peaceful enjoyment of all who rent the units.

Our intention in providing such an agreement is to assure that our honest tenants are given the best housing we can provide, and that dishonest tenants are given little room to pursue illegal activity.

Other Forms and Process

At this point, you may want to post information, as applicable, about security deposits, prepaid rent, pet deposits, check in/check out forms, and smoke detector compliance.

NOTE: See "What To Post" discussion on page 8 prior to using.

REGARDING "BORDERLINE" APPLICANTS

The preceding criteria include a number of examples where exceptions are made in borderline cases, if the applicant can provide a co-signer. Introducing such flexibility to your application process can make sure, for example, that you do not turn down good applicants who have a single, justifiable problem on their credit report. Use of such "borderline" conditions can result in a more fair process for your applicants as well. As with all aspects of managing rental housing, apply your policies for "borderline" applicants consistently regardless of the protected class of the applicant.

APPLICATION INFORMATION—WHAT TO INCLUDE

The best approach is to avoid re-invention of the wheel—contact a local rental housing association for copies of appropriate forms (see *Appendix*).

1. These questions, and others, will be on many standard forms:

- Full name, including middle.
- Birth date.
- Driver's license number, and state.
- Social security number (you'll need it for the credit check).
- Names, date of birth, and relation to all people who are going to occupy the premises.
- Name, address, and phone number of past two landlords. If these were short tenancies, consider collecting landlord information for the last two years.
- Employment history for the applicant and the applicant's spouse for the last two years. Salary, supervisor's name, phone number, address. If self-employed, ask for copies of tax returns, client references, bank records, or other financial statements.
- Additional income—it is only necessary to list income that the applicant wants to be included for qualification.
- Credit and loan references. Auto payments, department stores, credit cards, mortgages, and other loans.
- Bank references. Bank name, account number, address, phone.
- AS APPROPRIATE: Name and phone of nearest relative to call in case of emergency; information about pets and cars; deposit rules; information about use of a water bed or other particularly heavy furniture.

2. The following question is *not* typically on standard forms, but may be added. *If you are going to use it, make sure you attach it to all application forms and not just some of them.*

- "Have you, or any other person named on this application, ever been convicted as an adult or as a juvenile for dealing possessing or manufacturing illegal drugs? If so, when?"

*Of course, if they **do** have a conviction, they may well lie about it. However, if you discover they have lied, you have appropriate grounds to deny the application or, with the right provision in your lease, terminate the tenancy. Also, it is one more warning to dishonest tenants that you are serious in your resolve.*

HOW TO VERIFY INFORMATION

Did you know many landlords are *surprised* to receive calls from other landlords inquiring about the quality of a past tenant? Apparently it doesn't happen often. As one landlord put it, "you can spend \$100 in time and money up front or be stuck with thousands later." As another put it, "99% of these problems can be avoided through effective screening. There is no better investment you can make."

As you review the following list, keep in mind that you will not have to do every step for each applicant, but the basics, written in **bold** letters, should be done every time. *If you implement no other recommendations in this manual, implement these:*

1. **Compare the I.D. to the information given.** Assure that the person's I.D. matches his/her face and application information. If the picture, address, and numbers don't match the application information, find out why—you may have cause to turn down the application. Unless obvious inconsistencies can be explained and verified to your satisfaction, you don't have to rent to them. If you have access to a copy machine, make a photocopy of the driver's license, and keep it on file.

2. **Have a credit report run and analyzed.** A credit report will provide independent verification of much of the application material. You can find out about past addresses, court-ordered evictions, credit worthiness, past due bills, and other information. The reports are not foolproof, but they provide a good start. (NOTE: If you use a credit bureau or a tenant screening company, you may be subject to Fair Credit Reporting Act disclosure requirements. Check with your attorney for those disclosure requirements that pertain to you.) Here are your options:
 - **Join a credit bureau directly.** If you are managing a number of units and are likely to be screening multiple applicants every month, you may find it cost-effective to join a credit bureau directly and spend the time to learn how to interpret their reports. While this is an option, note that most large management companies go through associations or contract with applicant screening firms to gain the benefit of their outside expertise.

Or:

- **Have a third party pull the report and offer interpretation.** If you are not screening a sufficient volume of applicants, or would like assistance in interpreting the reports, consider joining a local rental housing association or contracting with an applicant screening firm. Services vary from organization to organization and you should shop for the organization that best meets your needs. At one end of the spectrum are organizations that handle the entire applicant screening process, including offering a warranty on the results. At the other end of the spectrum are organizations that simply pull the reports and mail you a copy. There are many variations in between.

3. **Independently identify previous landlords.** The most important calls you make are to the previous landlords. The best indicator of a tenant's future behavior is a reliable picture of past behavior. To begin, verify that the applicant has given you accurate information.

- **Verify the past address through the credit check.** If the addresses on the credit report and the application don't match, find out why. If they do match, you have verification that the tenant *actually lived there*.
- **Verify ownership of the property through the tax rolls.** Call or visit your local tax assessor to obtain the name and address of the owner of the property the applicant previously rented. If the name matches the one provided by the applicant, you have the *actual landlord*.

If the name on the application doesn't match with tax rolls it could still be legitimate—sometimes tax rolls are not up to date, property has changed hands, the owner is buying the property on a contract, or a management company has been hired to handle landlord responsibilities. But most of these possibilities can be verified. If nothing else, a landlord who is not listed as an owner on the tax rolls, certainly ought to be familiar with the name of person who *is* on the tax rolls—so ask when you call.

- **If possible, cross check the ex-landlords' phone numbers out of the phone book.** This will uncover the possibility of an applicant giving the right name, but a different phone number (*i.e.*, of a friend who will pretend to be the ex-landlord and vouch for the applicant). If a phone number is unlisted, you still have options:

- ▶ The local phone company may be willing to give you the name of the person who uses the number the applicant provided, although in most cases they won't. If the name you get is consistent with your other information, you are in good shape. If not, the applicant may have provided false information.

- ▶ If the applicant's information is not lining up, you may wish to *drive* to the address listed for the property owner and speak with the owner face to face (if out of town, consider an overnight letter). Obviously you won't do this in every instance, but don't fail to do it if your suspicions are strong.

. . . Now you have verified the landlord's name, address and perhaps even phone number. If the applicant gave you information that was intentionally false, deny the application. If the information matches, call the ex-landlords.

Remember, if the applicant is currently renting somewhere else, the present landlord may have an interest in moving the tenant out and may be less inclined to speak honestly. In such an instance, your best ally is the landlord before that—the one who is no longer involved with the tenant.

If you do nothing else, locate and talk to a past landlord with no current interest in the applicant. If possible, it is advisable to get previous landlords' reports in writing. This could protect you should the prospective resident file a discrimination suit.

4. **Have a prepared list of questions that you ask each previous landlord.** Applicant verification forms, available through rental housing associations, give a good indication of the basic questions to ask. You may wish to add other questions that pertain to your screening criteria. *If you ask no other question, ask: "If given the opportunity, would you rent to this person again?"*

Also, if you suspect the person is not a real landlord, ask about various facts listed on the application that a landlord should know—the address or unit number previously rented, the ZIP code of the property, the amount of rent paid, and the length of tenancy. **If the person is unsure, discourage requests to call you back—offer to stay on the line while they look up the information.**

5. **Get co-signers if necessary.** If the applicant is related to a previous landlord and you have posted the appropriate criteria, require that a co-signer apply with the applicant. Verify the credit and background of the co-signer just as you would a rental applicant. This makes it harder for a dishonest applicant to avoid the consequences of past illegal behavior—while loyal relatives may *say* a relation is reliable, they might think twice about co-signing if they know that isn't true.
6. **Verify income sources.** Call employers using phone numbers from the directory. If they are self-employed, get copies of financial or bank statements and tax returns, and consider asking for a client list. *Don't cut corners here:* many drug distributors wear pagers, have cellular phones, and generally appear quite successful, but they don't typically pay taxes on their earnings.

- 7. Consider checking to see if the applicant has a criminal conviction record.** Obtain criminal background checks by doing a search of court records, or locating an applicant screening firm that will do the search for you. However, if you choose to rely on court records, be careful—you may use convictions, but not arrest records, as a basis for rejecting an applicant. Patterns of arrest have proven to be discriminatory against protected classes, and as such, could be inappropriate to use as a screening criterion.

In Northglenn, you would have to inquire of Northglenn City Court (city offenses), Adams County Court (county misdemeanors), or Adams County District Court (felonies). Requests should include the applicant's name, date of birth, social security number, and current address, as well as any processing fees. Processing time may vary.

These methods are not fast enough for the typical application process. However, for housing that has a history of criminal usage, it may be appropriate as a check against the honesty of each applicant. Assuming you have the right provision in your rental agreements, if you gain proof a tenant has lied on the application, you have cause for eviction.

Also, resist the urge to rely too heavily on this screening technique—there are many drug criminals who have not yet been convicted of a crime.

- 8. Verify all other information as per your screening criteria.** Remember, before you call employers, banks, or other numbers listed on the application, verify the numbers through your local phone book or long distance directory assistance.

HOW TO TURN DOWN AN APPLICANT

In general, if you have posted fair rental criteria and you screen all applicants against those criteria, you may safely reject an applicant who does not meet your guidelines. When you reject an applicant, keep in mind the value of shielding personal references from unnecessary trouble—for example, don't volunteer the information that a past landlord gave a poor reference. Give out that information only if the applicant follows the legal disclosure procedure.

Suggestions for how to turn down an applicant include:

- **If from a credit report, screening company or other organization:** "Based on information received from your credit report (or other source) you do not meet our posted rental criteria. If you have any questions, you may contact (source). If you find their information is in error, you may work with them to correct the problem and resubmit an application."

Note that you are *required* to reveal the name and address of any reporting agencies that you use and inform applicants of their ability to address errors and resubmit. Depending on whether the report is a consumer report, an investigative consumer report, or neither, your disclosure responsibilities will differ.

- **For rejections based on information other than the above** (the word of a previous landlord, for example): "Based on a check of information you provided in your application, you do not meet our posted rental criteria. If you have questions about this decision, you may submit a request in writing to (your name and address) within 60 days, and we will explain the basis for the decision."

While you are not required to *volunteer* your basis for rejecting an applicant, you *are* required to advise applicants of their right to submit a written request for that information and their right to a response in a reasonable time after submitting the request. Contact an attorney for more information on your disclosure responsibilities.

- **If you accepted an earlier applicant:** "We're sorry, we have accepted an earlier applicant."

In the interests of proving you have met disclosure requirements, you may want to hand out an information sheet with the disclosure process described and appropriate addresses provided. Contact an attorney for a legal opinion on disclosure issues.

WARNING SIGNS AND OTHER SCREENING TIPS

The following are additional tips to help you screen applicants. You should also be familiar with the warning signs described in the section titled *Identifying Types of Drug Activity*.

- **Consider using an "application interview."** Some landlords have started asking the applicant all questions in person. Keep the application in front of you and ask the appropriate questions as you fill in the blanks. Have the applicant review the completed application and sign it. Landlords who use this approach find it has these advantages:
 - ▶ Applicants don't know which questions are coming, so it is harder to fabricate a story—something that shouldn't bother an honest applicant, but may uncover a dishonest one.
 - ▶ The landlord has the opportunity to watch responses and take mental notes of answers that seem suspicious.
 - ▶ Because the application is in the landlord's own handwriting, he/she has little trouble reading it.

As with all policies you set, if you decide to do application interviews, you should include a commitment to making reasonable accommodations for those who cannot comply due to their status in a protected class—*e.g.*, a handicap that causes a speech problem. Also, be aware that some individuals have hidden disabilities which might make some of their answers appear suspicious. For example, people with mental illness and diseases such as AIDS are protected by the fair housing act, but because of past difficulties in renting due to their disability, they may provide evasive answers. People with head injuries may do the same because of their cognitive impairment. It is illegal to ask people if they have a disability, and they may not be forthcoming with information about themselves, so be cautious in your subjective assessment of individuals.

If you choose not to use an interview approach, at minimum, observe the way the application is filled out. Applicants may not remember the address of the apartment they were in two years ago, but they *should* know where they live now, or just came from. Applicants who can't remember their last address, the name of their current landlord, or other typically "top-of-mind" facts about their life should make you suspicious.

- **Consider a policy requiring applications to be filled in on site.** Some property managers require all application forms to be filled in on the premises—they may not be taken off site. Applicants who are unsure of some information should fill in what they can, and come back to fill in the rest. Such a policy does not add significant hurdles for honest applicants—in most cases, they would have to return to bring back

the signed application anyway. However, the policy can dampen the ability of dishonest applicants to work up a story. Also, *assuming* you have communicated your commitment to keeping illegal activity off your property, such a rule may allow dishonest or dangerous applicants to exit with minimal confrontation—without an application in hand they are less likely to pursue making up a story and, once off the premises, they may simply choose not to return.

Again, if you use such a policy, make sure it includes making reasonable accommodations for people whose particular handicap, or other protected characteristic, would otherwise result in the policy being a barrier to application.

- **Watch for gross inconsistencies.** When an applicant arrives in a brand new BMW and fills out an application that indicates an income of \$600 a month, something isn't right. There are no prohibitions against asking about the inconsistency or even choosing to deny the applicant because their style of living is grossly inconsistent with their stated income. You may also deny the applicant for other reasons that common sense would dictate are clearly suspicious (credit reports can also reveal such oddities—for example, a Section 8 applicant with a number of department store credit cards, all current, all showing high monthly balances, should raise an eyebrow). Many don't realize it, but unless such a decision would cause a disproportionate rejection of a protected class (*e.g.*, race, color, religion, *et al.*) the law allows room to make such judgement calls.

While you may not discriminate on the basis of race, color, religion, sex, handicap, or national origin, you *may* discriminate on the basis of many other factors, ***provided the effect is not a disproportionate denial of a protected class.*** If you deny the applicant for such a reason, record your evidence and the reason for your decision. Be careful when making decisions in this area, but don't assume your hands are tied. The law is written to prevent discrimination against protected classes. You are not required to look the other way when gross inconsistencies are apparent.

- **Watch out for Friday afternoon applicants who say they must move in that very weekend.** Drug house operators know you can't check references until Monday, by which point they will already be in the house. Tell the applicant to find a hotel or a friend to stay with until you can do a reference check. Could it cost you some rent in the short run? Yes. Will it save you money in the long run? *Absolutely.* Ask any landlord who has dealt with a drug house. It is worth avoiding. (Some landlords allow weekend applicants to move in if they can independently verify their story. But you are better off waiting until you can verify the entire application. The times have passed when you can do business by trusting an honest-looking face.)

- **Observe the way the applicant looks at the house.** Do they check out each room? Do they ask about other costs, such as heating, garbage service, *etc.*? Do they mentally visualize where the furniture will go, which room the little ones will sleep in, how the sun lies on the backyard? . . . Or did they barely walk in the front door before asking to rent, showing a surprising lack of interest in the details? People who are planning a decent living care about their home and often show it in the way they look at the property. Some who rent for illegal operations forget to feign the same interest.

Also, if the applicant shows little interest in any of the property *except* the electrical service, take note—both methamphetamine labs and marijuana grow operations can include rewiring efforts.

- **Be aware that drug houses are often rented by people other than the ones who will do the illegal activity.** In some cases it is single women, perhaps with a few children and no record of illegal activity; their boyfriends then follow them into the house, deal the drugs and generate the violence and the crimes. In other cases it can even be elderly couples supplementing retirement checks by getting houses rented for others. Most leases specify that only the people whose names are recorded on the lease are allowed to use the home as their residence. In the past, few landlords have enforced this stipulation, and in all but a few cases, the violations of it were quite innocent. Unfortunately, that is no longer the situation.

Make sure such a stipulation is in your lease, and point it out to the renter, emphasizing that the process of having another person move in only requires submitting that person's application and allowing you to check references before permission is granted. If you make it clear you are enforcing the rule *only* to prevent illegal activity, you may scare away potential drug dealers, but keep good renters feeling more protected. You may further calm concerns of good renters if you assure them that you will not raise the rent because an additional person moves in.

- **When you call the current landlord, ask if they are aware the tenant is moving.** If the landlord doesn't know they were planning to move, maybe they aren't. They may be trying to "front" for someone else to move into the house.
- **Consider alternate advertising methods for your property.** Houses that are within a few miles (yes, *miles*) of colleges or business parks may be desirable housing for students or professionals. Some landlords have found success in posting advertising at such locations, thus targeting a population of people who already have a credible connection with the community.

However, note this important caution: *Fair Housing forbids you from advertising your property to exclusive markets without also advertising it to the general population.* Advertising only through community colleges may be acceptable, because such colleges typically have enrollment from a good cross-section of the community. But

if you are thinking of advertising only through a country club newsletter targeted at an exclusive readership, think again—such an approach could set up a pattern of inappropriate discrimination. Either expand your media selection or change it altogether to assure you are reaching a fair cross-section of the public.

- **Consider driving by the tenant's current residence.** Some property managers consider this step a required part of *every* application they verify. A visual inspection of the applicant's current residence may tell you a lot about what kind of tenant they will be. Be sure you are familiar with drug house warning signs before you look at the previous residence.

- **Verify addresses through the state motor vehicles division.** In Colorado, if you show up in person, pay a nominal charge, and complete a form (have the applicant's name, license plate number, Vehicle Identification Number or VIN, and the vehicle description) the Division of Motor Vehicles will verify the name and address of the licensee. If DMV tells you that the registered owner does not match the name you were given, find out why from your applicant.

- **Announce your approach in your advertising.** Some landlords have found it useful to add a line in their ads announcing that they do careful tenant screening. The result can be fewer dishonest applicants choosing to apply in the first place. Select your wording with care—you don't want to use phrasing that in your community might be interpreted as "code" for telling a protected class that they need not apply. Again, it is important to assure that the opportunity to apply for your units—and to rent them if qualified—is open to all people regardless of race, color, religion, sex, handicap, national origin, or familial status. Additionally, in some cities, you may not discriminate on the basis of age, sexual or affectional preference, and marital status.

MONTH-TO-MONTH, OR LONG-TERM LEASE?

In many parts of the country, year-long leases are standard. A month-to-month rental agreement gives you the additional option of serving the 10-day no-cause eviction notice. If you want the maximum ability to remove tenants involved in illegal activity, this is the type of rental agreement to use.

However, there are also benefits to leases that both parties can enjoy. Good tenants may appreciate the stability of a longer term commitment, and you may benefit if you have tenants who respect the lease term as a binding agreement. However, you may serve one of the *for-cause* notices defined in landlord/tenant law if tenants are in violation of that law, or are not in compliance with the lease. Landlords who are familiar with the process for enforcing for-cause evictions can succeed with these notices as well as they do with the no-cause approach. The decision about which type of rental agreement to use is up to the individual landlord -- either approach can work.

Also, remember that while the terms of your rental agreement are important, even the best rental agreement is not as valuable as effective applicant screening. The most important part of any rental agreement is the character of the people who sign it. No amount of legal documentation can replace the value of finding good tenants.

NOTES

RENTAL AGREEMENTS

THE BASICS

Objective: Minimize misunderstandings between you and your tenant, thus building a basis for clean and fair problem resolution down the road.

1. Use a contract consistent with current law or you will lose options.
2. Point out key provisions that address "loopholes" and assure the tenant knows you take them seriously.
3. Get signatures on property condition, smoke detectors, and other issues to protect against later false accusations.

USE A CURRENT RENTAL AGREEMENT

Many property managers continue to use the same rental agreements they started with years ago. Federal and state law can change yearly, and case law is constantly evolving. With an outdated rental agreement, you may give up many of your options for legal eviction. If a tenant chooses to fight, an outdated rental agreement may cost you the case.

Various rental housing associations provide rental agreement forms (as well as other management forms). Engage an attorney with expertise in landlord-tenant law to review your forms to assure that they comply with the most recent legislative revisions and case law.

ELEMENTS TO EMPHASIZE

Inspect the rental agreement you use and assure that it has language stating the following provisions. If they are not in the rental agreement, add them. To gain the most prevention value, you will need to *point out the provisions to your tenant and communicate that you take your rental agreement seriously*. Note that this list is not at all comprehensive—it only represents elements that are occasionally overlooked, and are particularly important for preventing and/or terminating drug house tenancies.

- 1. Subleasing is *not* permitted.** Make it clear that the tenant cannot assign or transfer the rental agreement, and may not sublet the dwelling. If you like, add this exception: unless the sublease candidate submits to the landlord a complete application and fee and passes all screening criteria.

You must maintain control over your property—too often the people who run the drug house are not the people who rented it. This provision will not stop all efforts to sublease, but it may prevent some and it will put you in a stronger legal position if you have to evict an illegal sublessee.

- 2. Only those people listed on the rental agreement are permitted to occupy the premises.** If the tenant wants another person to move in, that person *must* submit a completed application and pass the screening criteria for rental history.

To make this provision work, you will need to define the difference between a "guest" and a "resident"—typically this is done by stating the number of days a guest may stay before permission for a longer stay is required from the property manager. Currently, there is some controversy over how limiting the number of days can be. Check with a local property management association or your own legal advisor to confirm the correct approach before setting this criterion.

Again, you must maintain control of your property. Assuring your tenant that you will take this clause seriously may curb illegal behavior by others. Having the stipulation spelled out in the rental agreement will put you in a better legal position should that become necessary.

NOTE: You should not allow anyone to move in if it will violate your occupancy standards (the number of people allowed in a unit). Some landlords use the "2+1" rule, i.e., no more than two people per bedroom plus one in the den. Others stipulate that no more than one person is allowed for every 300 square feet of living space. You may wish to ask your attorney about currently acceptable occupancy standards.

- 3. No drug activity.** Make it clear that the tenant will allow no distribution, possession, manufacture, or usage of controlled substances on the premises. (One apartment complex installed signs at all entrances to the complex announcing that those intending to engage in any drug activity need not apply.) You may also wish to add that other criminal activity, *e.g.*, gambling, prostitution, *etc.*, is not allowed.

It's already illegal, but spelling it out never hurts. Except in the case of a nonrenewal eviction, it is unlikely that you will be able to prove that a tenant is using drugs, but there is nothing to keep you from putting it in writing in the rental agreement.

- 4. The tenants are responsible for conduct on the property.** Tenants should understand that they will be held responsible for the conduct of themselves, their children, and of all others on the premises under their control. You might also encourage your tenants to contact you should dangerous or illegal activity occur that is *out* of their control.

For people who plan to "front" for illegal activity, this underscores the point that they will be given as little room as possible to protect themselves by complaining, after months of reported drug dealing, that while it happened on the premises, they weren't involved or that people out of their control performed all the activity.

Note that wording on this provision should be done with care—the law won't allow you to hold a victim responsible for the behavior of a person who abused or intimidated him/her into silence.

- 5. The tenant will not unduly disturb the neighbors.** Make it clear that the tenant will be responsible for assuring that all persons on the premises conduct themselves in a manner that will not interfere with the neighbors' peaceful enjoyment of the premises.

If your evidence of disturbance is a minor complaint from a single neighbor, you have a weak case. However, if you receive substantial complaints, particularly if they are from more than one neighbor, a for-cause notice is appropriate, requiring the tenant to remedy the situation within 3 days or move out. If the same or similar, significant disturbances recur during the following months, you have cause to serve an eviction notice with *no* provision for tenant remedy. (Of course, if you have a month-to-month rental agreement, you might instead exercise the option of a nonrenewal as soon as you are convinced of the seriousness of the complaints.)

What does disturbing the neighbors have to do with drug crimes? It doesn't necessarily. But we know that managers who attend to their own obligations and require tenants to meet theirs are far more effective in preventing drug activity than those who look the other way as complaints of noncompliance roll in. It is almost *never* the case that a drug criminal's first observed, evictable offense is the dealing or manufacturing of narcotics.

6. The period of the rental agreement is _____ months. If you lock a tenant in for a year, you will need to serve a for-cause eviction notice should they become involved in drug activity, unless you are fortunate enough to be at the end of the year lease period. Normally, the for-cause notice is the appropriate eviction action, but in certain instances, you may want to exercise other options. If you stipulate a shorter lease period, you will be able to serve a nonrenewal notice without having to wait a year. Consider using nine-month, six-month, three-month, or even month-to-month periods. Some landlords require first-time or marginal tenants to sign three-month leases and, if the tenants prove reliable, they can renew for the longer period.

7. Right to enter/inspect. In Colorado, the landlord has no right to enter a premises unless authorized to do so in a lease or otherwise. Short of this authorization, entry will require a search warrant by the police.

MOVE-IN INSPECTIONS

Unless you can prove the tenant received the property in satisfactory condition, you will have a difficult time of it if a tenant damages the property and claims it was a preexisting condition.

Prior to signing the rental agreement, walk through the property with the tenant, and make a visual inspection together. Agree on what repairs need to be done. Write it down and sign it. Give a copy to your tenant and keep a signed and dated copy in your files. Now, should your tenants damage the property, you can prove it happened after they took possession. The inspection also protects honest tenants from being held responsible for a pre-existing condition.

Again, while you can develop property condition inspection forms yourself, we suggest you contact a property management association or your attorney for such forms.

SMOKE DETECTOR CONTRACTS

It is important to assure the tenant knows how to test the smoke detector and is aware of his/her obligation to do so. The best way to do that is to develop or purchase a form that describes how to test the detector, when to test, and includes a space for the tenant to sign off—indicating acceptance of the responsibility. Most importantly, this provides some assurance that if there is a fire, your tenants will have early warning. In addition, it can also reduce the motivation of particularly dishonest tenants to seek retribution through fire, or to fabricate a suit against you, claiming the detector failed to work.

"RESIDENT'S HANDBOOK"

Many apartment managers, as well as some single family housing managers, provide a "resident's handbook," also known as "community rules," that spells out those rules specific to the property being rented. Landlord/tenant law places various restrictions on what type of rules can be added by landlords, but generally property managers have found success with guidelines that restrict excessive noise levels, define behavior for common areas of the premises, and spell out rules for use of unique facilities such as pools or common laundry areas.

For details, refer to rental housing associations, screening companies or other sources that may advise on or teach general property management techniques.

KEY PICK-UP

As a final prevention step, some landlords require that only a person listed on the written rental agreement may pick up the keys. This is one more step in assuring that you are giving possession of the property to the people on the agreement and not to someone else.

NOTES

ONGOING MANAGEMENT

What to do to keep the relationship working

THE BASICS

Objective: Maintain the integrity of a good tenant/landlord relationship.

1. Don't bend your rules. By the time most drug houses are identified, they have a history of evictable behavior which the landlord ignored.
 - If you are aware of a serious breach, serve notice immediately. Do not accept rent once you are aware of the breach without consulting an attorney first.
 - Serve the appropriate notices quickly to reinforce your commitment.
2. Know your responsibilities as a landlord.
3. Conduct periodic inspections.
4. Watch for utility problems and keep a paper trail of all activity.
5. Open communication channels, so you hear of problems early.
 - Trade phone numbers with neighbors.
 - In multi-family properties, promote a sense of "community."

DON'T BEND YOUR RULES

A key to ongoing management of your property is demonstrating your commitment to your rental provisions and to landlord/tenant law compliance. Once you set your rules, don't change them. Make sure you meet *your* responsibilities, and make sure you hold your tenants accountable for meeting theirs. By the time most drug houses are positively identified, they have a long history of evictable behavior which the landlord ignored.

Examples:

- If you are aware of a serious breach, serve notice immediately. Do not accept rent once you are aware of the breach without consulting an attorney first, as the acceptance of rent may undermine your ability to evict.

- If someone else tries to pay the rent who is not the tenant, get an explanation—by depositing the money you may be accepting new tenants or new rental agreement terms.
- If you have reason to believe that a person not on the lease is living in the house, pursue the issue immediately—don't let it fester.
- If you have habitability or code violations at your property, fix them.
- If your tenant doesn't pay the rent when it is due, don't renegotiate endless compromises—address the problem immediately by serving a three-day demand.
- If neighbors call to complain of problems, pursue the issues—don't ignore them.

Bottom line: If you respect the integrity of your own rules, the tenant will too. If you let things slide, the situation can muddy fast. It may mean more work up front, but once the tenant is used to your management style, you will be less likely to be caught by surprises.

KNOW YOUR RESPONSIBILITIES

Colorado law calls for maintaining the premises so that they are fit for the purposes for which they were rented. The Section 8 program calls for "decent, safe, and sanitary" housing. For a legal description, see your Section 8 contract and consult an attorney. In brief, a landlord should keep the property up to code and provide:

- Water and weatherproofing of roofs, exterior walls, doors, and windows.
- Supply and maintenance of an adequate heating system, electrical lighting and wiring, plumbing facilities, as well as a water supply that is under the tenant's control, safe drinking water, and is connected to a maintained sewer system.
- An adequate number of garbage receptacles and assurance that garbage will be removed on a regular basis.
- Floors, ceilings, and walls in good repair.
- Safety from fire hazard.
- A safe premise for normal and foreseeable uses.
- Working locks for all dwelling entrances and keys for the locks.

The tenants, in addition to rental agreement provisions, are required to:

- Use the various parts of the premises in a reasonable manner considering their intended purpose and design (*e.g.*, fires belong in fireplaces).
- Keep the premises as clean and safe as the condition of the premises permits.
- Dispose of garbage, ashes, rubbish and other waste cleanly and safely.
- Keep plumbing fixtures clean.
- Use in a reasonable manner the various systems and appliances in the house—electrical, plumbing, sanitary, heating, ventilating, *etc.*
- Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit another person to do so.
- Assure that they and others permitted on the premises conduct themselves in a way that does not disturb the neighbors' peaceful enjoyment of the premises.

CONDUCT PROPERTY INSPECTIONS

A cornerstone of active management is the regular inspection.

Unless you inspect, you can't be sure you are meeting your responsibility to provide decent housing. In addition, maintaining habitable property protects your ability to pursue an eviction, should you need to do that. The last thing you need is a tenant claiming *you* are guilty of a breach of your responsibility. If a tenant can prove that breach, you'll stand little chance in court. Conversely, if it is clear you make every effort to meet your responsibilities (and document it) a tenant will be less inclined to fight an honest eviction effort.

Landlords and property managers who conduct regular inspections may also note the following advantages: a savings of money on water bills, detection of minor maintenance problems before they turn into major ones, a decrease in overnight service calls, *etc.*

The key to successful property inspection is avoiding the adversarial position sometimes associated with landlord/tenant situations. An inspection program done properly should be *welcomed* by your honest tenants. Steps include:

1. **Include the right to inspect and enter in your lease agreement.** In Colorado, the Landlord only has the right to enter the premises if the lease so states, or if the tenant otherwise agrees to allow the landlord to enter.

2. **Find and address code and habitability problems.** When you inspect the property, check for maintenance issues and discuss with the tenants any concerns they have. Colorado law dictates that the Landlord is not required to make repairs unless otherwise agreed to in the lease or otherwise. Make arrangements to remedy problem areas, and make it clear who is responsible to pay for those repairs. Then either repair what needs to be fixed, or have the tenant make the repairs or pay for the repairs, depending on your agreement.

NOTE: Although Colorado law does not require a landlord to make repairs unless otherwise agreed to, there are certain repairs which are required to be made by landlord in order to keep the premises fit for the purposes for which they were rented. Certainly, structural repairs are to be made by the landlord. If you have any doubts, consult with an attorney.

3. **Set an inspection schedule and follow it.** Every quarter or, at minimum, every six months. Inspections won't stop all activity, but will stop some of it. For example, marijuana growing needs 90 to 180 days—renters aren't going to start if they know you actively manage your property.

MONITOR UTILITIES

You may stipulate in a lease that the tenant is responsible for utility bills. If you as a landlord shut off or, by your negligence, cause to be shut off a tenant's utilities, you may face stiff penalties. You do have grounds for eviction if the tenants are not in compliance with a lease that stipulates they will pay their own utilities. If the utilities are shut off for nonpayment, address the situation as soon as you discover it.

Note that there are some instances when the shutting down of utilities is a symptom of drug activity—as dealers or heavy users get more involved in their drugs, paying bills can become less important.

KEEP A PAPER TRAIL

Verbal agreements carry little weight in court. The type of tenant who is involved in illegal activity *and* would choose to fight you in court will know that. So keep a record of your agreements and provide copies to the tenant. Just having tenants know that you keep records may be enough to prevent them from making false accusations about your behavior. You will need to retain documentation that shows your good-faith efforts to keep the property habitable and shows any changing agreements with a tenant—dated and signed by both parties.

TRADE PHONE NUMBERS WITH NEIGHBORS

Landlords of single family residential housing sometimes don't hear of dangerous or damaging activity on their property until neighbors have written to City Hall, or the police are already planning an undercover drug buy. Quite often the situation could have been prevented if the landlord had established a better communications link with neighbors.

Find neighbors who seem responsible, concerned, and reliable. Trade phone numbers and ask them to advise you of serious concerns. You'll know you have found the right neighbors when you find people who seem relieved to meet you and happy to discover you are willing to work on problems. Conversely, if neighbors seek you out, work with them and solicit their help in the same way.

Note that landlords and neighbors tend to assume their relationship will be adversarial. Disarm any such assumptions and get on with cooperating. If you both want the neighborhood to remain healthy and thriving, you *are* on the same side and have nothing to gain by fighting each other.

MAKE PERSONAL SAFETY A PRIORITY

Ongoing management includes keeping you and your employees safe from robbery, assault, sexual endangerment, *etc.* The following suggestions may prevent a crime from being perpetrated against you personally.

- **When Showing the Property:**

Prior to showing an apartment, a guest information card (in the applicant's own writing) should be completely filled out; be sure to include the current address and telephone number.

Place a professional sign on your desk which says, "For the protection of our residents and staff, please leave your driver's license with us while we show you our apartments."

- ▶ Require a state-issued picture I.D. before showing an apartment.
- ▶ Keep the I.D. in the rental office during the tour.
- ▶ Photocopy the I.D. and retain it for your records.
- ▶ Notify leasing or maintenance personnel, your answering service, or a community network that you are beginning a tour; provide the prospect's name and I.D. number and destination. Give an estimated time of the tour.
- ▶ When showing the apartment, allow the prospect to enter first, thus positioning yourself between the prospect and the open door.

- ▶ Once inside the model or apartment do not allow the prospect to lure you into another room.
- ▶ Leave the front door wide open until you leave.
- **Other Safety Tips:**
 - ▶ In general, use common sense and trust your instincts. Be alert and attentive to sights and sounds around you. Watch for suspicious people loitering on the property. Consider carrying mace or a whistle, or enrolling in a self-defense class.
 - ▶ **Never accept cash** for rent or deposit. Insist on money orders, cashier's checks, or personal checks. If it is common knowledge that you do not accept cash, you are less likely to be robbed, plus it reduces the likelihood of internal theft. Additionally, it is important to make copies of payment (whether it is a check or otherwise) for your records.
 - ▶ If you are going to be alone after hours, notify the answering service, lock all the doors, and refrain from opening the door to people you cannot identify.
 - ▶ Have a staff member accompany you on your daily rounds. Let someone know where you are going and how long you'll be gone.
 - ▶ Keep doors on vacant apartments or models locked and keep windows closed and latched. When inspecting vacant apartments or models, lock doors behind you.
 - ▶ Have an established check-in time with maintenance personnel during the day as a safety measure.
 - ▶ Report all incidents of suspicious activity to police immediately.

PROMOTE AN APARTMENT "COMMUNITY"

In multi-family units, unless your tenants report suspicious behavior, you may not find out about drug activity until the problem becomes extreme. Some people—tenants and homeowners alike—are frightened to report illegal activity until they view themselves as part of a community and discover that they have "strength in numbers." Apartment Watches and Crime Prevention Programs are effective tools in promoting the sense of community so crucial to the crime prevention effort.

Apartments with organized watches and other community programs often have more stable tenancies and fewer crime problems than comparable complexes that are not organized. The key to building an effective *cooperative* watch is to have the property manager set it up (working in conjunction with apartment residents and a neighborhood crime prevention office). If management waits until the tenants are so fed up that they organize themselves, the relationship may be soured from the start. If management takes

a proactive role in helping tenants pull together for mutual benefit, the opportunity for a positive working relationship is great.

Managers who have started Apartment Watches and Crime Prevention Programs have noted these benefits:

- Lower turnover, leading to considerable savings.
- Less damage to property and lower repair bills.
- Reduced crime.
- A safer, more relaxed atmosphere for the tenants.
- A positive reputation for the complex leading to higher quality applicants and, over time, increased property values.

Tips include:

- Clean house—address serious tenant problems before calling a building-wide meeting. Until then, rely on informal communications with good tenants to help identify and address concerns.
- Budget community activities into the expense of each property and consider promotion of such activity a criterion for management evaluation.
- Hold a meeting at least quarterly. Hold "community days" or "know your neighbor days."
- Involve children and teenagers as well as adults.
- Invite emergency response people to a meeting—police, fire, or medical—to foster cooperation. Invite local merchants to participate as appropriate.
- Nurture a sense of "shared responsibility," rather than dependency on any one person to make the watch a success.
- Purchase a property engraver for each complex.
- Encourage nearby neighbors and apartment complexes to get involved.

In the absence of a sense of community, the isolation that residents feel can lead to apathy, withdrawal, anger—or even hostility—toward the community around them. Whether done under the name of "community pride," "resident retention," or "apartment watch," the desired result is the same: As apartment residents get to know each other and the manager, a sense of community—of belonging—develops, and neighbors and tenants are more willing to do what it takes to keep a neighborhood healthy.

ANNUAL MEETINGS

Pick projects that can succeed. Don't promise more than you can deliver. Make sure that easily implemented changes are done promptly so that tenants can see the results. While it is important to take on the larger goals as well (such as getting rid of drug activity in the rest of the neighborhood) short-term results are needed to help tenants see that change is possible.

Hold yearly "theme" events and special meetings as appropriate. There is a balance between holding a purely social event and a meeting for the purpose of addressing an agenda. The balance at each meeting can vary, but it is important to provide some of both. At least one of the meetings held each year should be primarily for the purpose of celebration -- a holiday party in the winter or a "know your neighbor" barbecue in the summer. Others can offer a time for socializing and a time for covering an agenda. Meeting agendas can be as varied as the types of apartments and people who populate them. Tenants should be involved in selecting the agenda. In general pick topics that either:

- ▶ **Represent a direct concern to a number of tenants** -- discussion of specific problems that are unique to the area. If there are immediate concerns such issues should take priority over other potential agenda items. If tenants are concerned about gang violence in the neighborhood, less pressing topics may seem irrelevant.
- ▶ **Provide new information about the local community.** This could take any number of forms. You might invite merchants from the area, fire fighters, police officers, members of neighborhood associations or other community groups, social workers, employment counselors, or any number of other people who should share useful information with tenants.

Also, remember the importance of keeping meeting agendas on track, interesting, and focused on tangible, measurable outcomes. If tenants experience that meetings rarely address the published agenda, interest will shrink quickly.

Implement basic crime prevention measures. In addition to the general community building techniques described, various basic Apartment Watch techniques can also be implemented. Apartment Watch training should be provided to your involved tenants prior to getting underway. Contact a crime prevention coordinator in your area for more details. Crime prevention specialists can help facilitate the first Apartment Watch meeting and discuss the practices of local law enforcement. Examples include:

- ▶ **Make sure tenants have the manager's phone number readily accessible, and that they know to call if they suspect illegal activity.** Of course, tenants should call 9-1-1 immediately if they witness a crime in progress of any life-threatening, emergency situation. They should also contact police non-emergency services to discuss illegal activity which is not immediate in nature. Encourage tenants to contact the manager *after* they have contacted 9-1-1, in the case of immediate and life-threatening

situations, as well as to contact management any other time they suspect illegal activity in the complex. The sooner your tenants advise you of a problem, the more opportunity you have to solve it before the situation gets out of hand.

- ▶ **Encourage tenants to develop a list of phone numbers for each other.** By sharing phone numbers, tenants will be able to contact each other with concerns, as well as able to organize reporting of crime problems by multiple tenants. Note that sharing phone numbers among tenants should be done on a voluntary basis only -- those who do not want to participate should not be required to do so.
- ▶ **Distribute a list of local resources.** The resource list should include numbers for police, fire, and medical emergency services (9-1-1 in most areas) as well phone numbers for local crime prevention assistance, substance abuse hotline, employment assistance, and any number of other services and organizations that may be able to assist your tenants.
- ▶ **Purchase a property engraver for each complex.** Encourage tenants to engrave their Social Security Number on items of value -- video recorders, cameras, televisions, etc. Then post notices of the fact that tenants in the complex have marked their property for identification purposes. Burglars would rather steal property that can't be traced.
- ▶ **Apply "Crime Prevention Through Environmental Design" changes.** If tenants cannot *see* the problem, they cannot report it. The chapter on *Preparing the Property* covers environmental design approaches in detail. Essentially, it is important that lighting, landscaping, and building design combine to create an environment where drug dealers, burglars, and other criminals don't want to be. Make it difficult to break in, close off escape routes, and make sure accessible areas can be easily observed by people throughout the complex.

NOTES

WARNING: ILLEGAL ACTIVITY

A BRIEF INTRODUCTION TO DRUGS

While many illegal drugs are sold on the street today, the following are most common. For a description of the warning signs of drug activity, see the subsection on *Identifying Types of Drug Activity* later in this chapter.

- **Cocaine and Crack**

Cocaine is a stimulant. Nicknames include Coke, Nose Candy, Blow, Snow and a variety of others. At one time cocaine was quite expensive and generally out of reach for people of low incomes. Today, the price has dropped to the point that it can be purchased by all economic levels. Cocaine in its powder form is usually snorted. Less frequently, it is injected.

"Crack," a smokable derivative of cocaine, produces a more intense but shorter high. Among other nicknames, it is also known as "rock." Crack is manufactured from cocaine and baking soda. The process requires no toxic chemicals, nor does it produce any of the waste problems associated with methamphetamine production. Because crack delivers a high using less cocaine, it costs less per dose, making it particularly attractive to drug users with low incomes.

Powdered cocaine has about the look and consistency of baking soda and is often sold in small, folded paper packets. Crack has the look of a small piece of old, dried soap. Crack is often sold in tiny "Ziplock" bags, little glass vials, balloons, or even as is—with no container at all. Crack is typically smoked in small glass pipes.

In general, signs of cocaine usage are not necessarily apparent to observers. A combination of the following are possible: Regular late-night activity (*e.g.*, after midnight on week nights), highly talkative behavior, paranoid behavior, constant sniffing or bloody noses (for intense users of powdered cocaine).

Powdered cocaine usage crosses all social and economic levels. Crack usage is so far associated with lower income levels. While Los Angeles area gangs (Bloods and Crips) have made crack popular, other groups and individuals have begun manufacturing and selling the drug as well.

- **Methamphetamine**

Methamphetamine is a stimulant. Nicknames include: Meth, Crank, Speed, Crystal, STP, and others. Until the price of cocaine began dropping, meth was known as "the poor man's cocaine." Meth is usually ingested, snorted, or injected. A new, more dangerous form of methamphetamine, "crystal meth" or "ice," can be smoked. So far, the expected rise in ice usage has not been observed.

"Pharmaceutical" grade meth is a dry, white crystalline powder. While some methamphetamine sold on the street is white, much of it is yellowish, or even brown, and is sometimes of the consistency of damp powdered sugar. The drug has a strong medicinal smell to it. It is often sold in tiny, sealable plastic bags.

Hard-core meth addicts get very little sleep and they look it. Chronic users and "cooks"—those that manufacture the drug—may have open sores on their skin, bad teeth, and generally appear unclean. Paranoid behavior combined with regular late-night activity are potential indicators. Occasional users may not show obvious signs.

Cooks tend to be lower income and may have an unpleasant urine smell about them. While many types of individuals are involved in meth production, the activity is particularly common among some motorcycle gangs.

Because of the toxic waste dangers associated with methamphetamine production, we have included an additional section on what to do if you discover a clandestine drug lab, as well as resource information in the Appendix. For more information about meth, refer to those sections.

- **Tar Heroin**

Fundamentally, heroin is an extremely powerful pain killer—both emotionally and physically. Nicknames include Brown Sugar, Mexican Tar, Chiva, Horse, Smack, "H" and various others. Heroin is typically injected.

Tar heroin has the look of creosote off a telephone pole, or instant coffee melted with only a few drops of water. The drug has a strong vinegar smell to it. It is typically sold in small amounts, wrapped in tinfoil or plastic. Paraphernalia that might be observed includes hypodermic needles with a brown liquid residue, spoons that are blackened on the bottom, and blackened cotton balls.

When heroin addicts are on the drug, they appear disconnected and sleepy. They can fade out, or even fall asleep, while having a conversation. While heroin began as a drug of the wealthy, it has become a drug for those who have little income or are unemployed. Heroin addicts don't care about very much but their next fix—and their clothes and demeanor reflect it. When they are not high, addicts can become quite aggressive. As with most needle users, you will rarely see a heroin user wearing a short-sleeved shirt.

- **Marijuana**

Marijuana is also known as Grass, Weed, Reefer, Joint, "J," Mary Jane, Cannabis and many others. Marijuana is smoked from a pipe or a rolled cigarette, and typically produces a "mellow" high. However, the type and power of the high varies significantly with the strength and strain of the drug.

The marijuana grown today is far more powerful than the drug that became popular in the late 60's and early 70's. Growers have developed more sophisticated ways to control growth of the plants and assure high output of the resin that contains THC—the ingredient that gives marijuana its potency. Today's marijuana is often grown indoors to assure greater control over the crop and to prevent detection—by competitors, animals, or law enforcement. It takes 90 to 180 days to bring the crops from seed to harvest.

Users generally appear disconnected and non-aggressive. The user's eyes may also appear bloodshot or dilated. Usage of marijuana crosses all social and economic levels.

Marijuana is generally sold in plastic bags, or rolled in cigarette paper. The smell of the smoke has been described as a "musky" cigarette smoke.

- **LSD**

This was a popular drug in the Sixties and is now making a strong comeback in the Nineties.

Crystalline LSD is placed into solution by mixing it with alcohol. The LSD Consumer usually buys "blotter acid", small squares of blotter-like paper that have been impregnated with the liquid. The blotter is swallowed or chewed briefly.

LSD also comes in tablet form and in tiny, thin squares of gelatin ("windowpane"). The tablets, "microdots", are less than an eighth of an inch across. Microdots and windowpane are only a sideshow. Blotter is the medium of choice. Blotter paper comes decorated with designs and characters.

IDENTIFYING GANG MEMBERS

Since gangs are becoming increasingly involved in drug activity, being able to identify gang members is a positive step toward reducing neighborhood crime. The following is intended only as an introduction to gangs. This information is not meant to be exhaustive, nor will it hold true in all instances. Note also that anyone can be a gang member, regardless of race, class, gender, *etc.*

- **Reasons for Gang Membership**

Typically, gang members are between the ages of 13 and 21 years. Interviews with gang members indicate that joining a gang is seldom understood by the gang members themselves, but can vary from brotherhood to self-preservation.

1. **Identity.** Gang members cannot achieve an identity in their environment, so they gain it in the gang culture. They often visualize themselves as warriors against the outside world, protecting their neighborhood.
2. **Protection.** Joining a gang in a community with several gangs offers considerable protection from violence and attack from rival gangs.
3. **Fellowship.** Studies indicate that a tight family structure is lacking in the home environment. Gang activity offers that closeness, that sense of family that is often lacking in the home.
4. **Intimidation.** Membership can become very dangerous at this level of "recruitment." New members are forced to join by threats, violent beatings, and initiations in order to increase membership.

No ethnic group or geographical location is excluded. Unlike gangs in the past, mixed ethnic and socio-economic groups make up gangs. There is an on-going struggle for territorial control and the lucrative drug market among gangs in our community. School personnel, parents, and community members need to be aware of these dynamics in their schools, homes, and in the community at large.

- **Pre-gang Behavior**

Identification or affiliation with gangs does not happen overnight. Pre-gang behavior begins at the elementary school age and is characterized by poor progress in school, truancy, failure to utilize leisure time constructively, negative contacts with school officials and police, problems in maintaining relationships with family, and a desire to dress in gang attire. The child may have tattoos, live in a neighborhood where gangs exist, and have friends who dress in gang attire. Remember, though, that not all young people associated with gangs dress in gang clothes or exhibit conspicuous gang behavior.

- **Characteristics of Gangs**

Characteristics in gang behavior can range from a poor general attitude to clear-cut personality disorders that can at times parallel the criminal mind.

A gang member on his own "turf" in school or in the community may be openly hostile. Outside the turf, the gang member may seem likable, open and friendly; but he has his own code and sense of fairness and can easily become non-cooperative or violent when that code is violated. The gang member is a good con artist and can easily manipulate his environment as it suits his needs.

A gang member may display poor internalizing skills, chronic anger, resentment of authority, and skillful lying. The more violent gang member can be callous, remorseless, lacking in realistic long-term goals, lacking in impulse control, and prone to easy boredom.

In many modern criminal street gangs, violence is often a means to an end. Material profit, through drug trafficking and other criminal activities, is often the prime objective.

Studies in gang behavior indicate that violent gangs have a strong capacity to deal with fear and, therefore, are not easily intimidated by authority. They have removed fear from their lives. They experience excitement at every stage of crime, are concrete thinkers, have little interest in responsible performance or a display of ownership. They consider themselves to be basically decent human beings, and therefore justified in what they do. Each gang member wants to be in charge, but shows poor leadership skills, chronic anger and defensiveness, and a short attention span.

- **Signs of Gang Involvement**

Physical Signs:

- ▶ Peer-conforming dress - i.e. sagging, bagging, Professional and College Sportswear.
- ▶ Extreme hair styles - i.e. shaved heads, shaved eye-brows.
- ▶ Tattoos, scars and burns.
- ▶ Use/overuse of make-up on both males and females.

Behavior Signs:

- ▶ Poor school or work attendance.
- ▶ Withdrawal from family activities, violation of established family rules.
- ▶ Use of unknown vocabulary.
- ▶ Associating with undesirable people.
- ▶ Staying out late.
- ▶ Extreme desire for privacy.
- ▶ Drinking or drug use.
- ▶ Money or other items in possession and no explanation as to their origin.
- ▶ Unusual moods or behavior patterns.

Non-verbal Communication Signs:

- ▶ Seemingly meaningless or highly stylized graffiti. Graffiti serves as a territorial marker to gang members, and is the newspaper of the streets.
- ▶ Graffiti written on notebooks, books, or papers.
- ▶ Use of hand signals.

• **Types of Gangs**

L.A.-Style Gangs

These are so called because they are patterned after Los Angeles gangs. These gangs may be multi-racial, including whites, blacks, Hispanics, Asians, *etc.* Inter-gang feuds and "wars," including drive-by shootings, occur largely as a result of territory disputes or some real or imagined transgression by a rival gang. Many of the L.A.-style gangs are associated with the "rock" or "crack" cocaine market.

The two main L.A.-style gangs are the Crips and Bloods, which are comprised of several hundred affiliated gangs established along "neighborhood" lines commonly referred to as "sets." Each "set" is a unique and autonomous Crips or Bloods gang and "set" membership may range from just a few members to several hundred.

In identifying gang members, certain colors may be significant, *e.g.*, red for "Bloods," blue for "Crips." Green is becoming more popular and black continues to dominate. Professional sports team logos (*e.g.*, Oakland Raiders, Forty-niners, Colorado Rockies, *etc.*) on clothing, particularly baseball caps, may be significant. Many members write gang slogans and monikers (nicknames) inside their caps or under the brim. The display of red or blue handkerchiefs or "rags" is common. Some of the popular brand names in clothing include British Knight, Fila, Task Force, and Adidas, but styles are subject to change. Vehicles of choice include BMW's, S-10 Blazers, El Caminos, Camaro IROC Z's, Honda's, MR-2's, *etc.*

White Supremacists

White Supremacist groups are no longer the typical white-robed southern Klansmen. These groups do remain unanimous in their hatred for blacks and Jews, as well as a great many other minorities. The White Supremacist movement is quite diversified and many of the groups have modified their programs to appeal to white people of all ages, regions, and concerns. By the late 1980's, there were White Supremacist groups of some type in every region of the country. The Identity Movement, Separatists, Third Position, Neo-Nazi Skinheads, Racial Survivalists, Fifth Era, Posse Comitatus, Populists, and Ku Klux Klan are some of the groups still in existence.

Neo-Nazi Skinheads, for the most part, hold racial hatred as their only "ideology," and violence as their sole tactic. Many are affiliated with the White Aryan Resistance (WAR). In the past, Skinheads have been active locally but in recent years have remained low-key. Skinheads are identified with closely-cropped hair styles and dress consisting of army fatigues, suspenders ("braces"), and Doc Marten boots (steel-toed). Weapons associated with Skinheads include clubs, bats, knives, and chains. Skinheads come from any social economic background and recently we have seen that some sets are multi racial ("SHARPS"- Skinheads Against Racial Prejudice.)

Asian Gangsters

In the United States, Asian gangsters use names like VTM (Vietnam Trouble Makers), ABC (Asian Boy Crips), IBG (Itty Bitty Gangsters), Oriental Boys, Viet/Ching, Viet/Boyz, Black Dragons, Yellow Dragons, Cambodian Over Cook (COC), Oriental Bad Boys (OBB), the 4 TTTT, and the 5 TTTTT. Members are both male and female Asians, usually refugees from Vietnam, Cambodia, Laos, and Thailand.

Asian gangsters are unique in that they are nomadic. They can easily travel from California to New York in a very few days. They tend to prey upon their own community through residential robberies, burglaries, extortion, homicide, narcotics, and auto theft. They usually prefer Japanese vehicles, particularly Toyotas, Hondas, and Nissans. Their weapons vary, but they do like automatic weapons because of the amount of fire power they produce.

Male Asian gangsters can change their identity somewhat easily. This is usually done by hairstyle. Both males and females are often identifiable by tattooing. Some common types of tattoos are dragons, tigers, and eagles. The 4 TTTT and the 5 TTTTT tattoo themselves with the four or five T's across their back, chest, or stomach area. Also, another means to identify these gangsters is by branding scars. These are done with cigarettes and heated coins. When you see an odd number of brands on their hands or upper arm areas, this means that they are very active in a gang. The even number brands usually mean that they're inactive, such as when they are in prison. It also shows that they are committed to that gang, and that they are very brave. It's very common for an Asian gang to rent a motel room and have the entire gang stay in that room. This is also known to occur when they rent apartments. They have had up to twelve members staying in a studio style apartment.

Satanists

Satanism is a belief system in which members are dedicated to evil and worship the devil with the same fervor of any religious group worshipping their god. The primary belief or doctrine of satanic cults is the worship of satan, the devil, and the various demons that serve the devil. They believe that they win their place with Satan by the commission of evil deeds and by getting others to commit evil deeds.

Occult crime encompasses ceremonial actions and/or ritualistic acts, involves occult-related behavior patterns, and is motivated by a belief in some occult ideology. Criminality is rarely motivated by a people's religious beliefs; it is far more common for people to use their beliefs to rationalize or excuse criminality. Physical evidence found in the following crimes sometimes indicates occult motivation: trespassing, vandalism, theft, graffiti, arson, extortion, animal sacrifice and mutilation.

No hard and fast typology exists for occult criminals. They can be described either by their method of operation or by their motive. The two distinct categories are dabbling and ritualism.

Dabbling involves people who are intermittently and experimentally associated with occult activities. Dabblers usually make up their own belief system and perpetrate criminal activity that confirms their ideology.

Ritualism involves people who commit criminal activities characterized by a series of repeated physical, sexual, and psychological assaults combined with the systematic use of symbols and ceremonies.

IDENTIFYING TYPES OF DRUG ACTIVITY

The following list describes signs of drug activity that either you or neighbors may observe. As the list will show, many indicators are visible at times when the landlord is not present. This is one reason why a solid partnership with trusted neighbors is important.

Note also, while some of the indicators are reasonably conclusive in and of themselves, others should be considered significant only if multiple factors are present.

This list is concerned primarily with tenant activity. For information on signs of dishonest *applicants*, see the section on *Applicant Screening*.

- **General**

The following list may apply to dealing, distribution, or manufacturing.

Neighbors may observe:

- Little or no mail and no newspaper delivery to the house.
- Little or no furniture moved into the house.
- Guard dogs such as Rottweilers, Pit Bulls, Doberman Pinschers, or German Shepherds.
- Blankets, sheets or foil hung in the windows instead of curtains or drapes.
- Different vehicles arriving at the house and staying for only short periods of time. (In the case of stash houses, this occurs mostly at night.) Many of the vehicles may be trucks or vans with out-of-state license plates, including plates from Mexico.
- Regular visits by people in extremely expensive cars (BMW, Jaguar, Rolls, Cadillac) to renters who appear to be significantly impoverished.
- A dramatic drop-off of suspected activity within minutes after police have been called, but before they arrive (may indicate usage of a radio scanner, monitoring police bands).
- Unusually strong fortification of the house—blacked-out windows, walls topped with razor wire, electrified fencing, elaborate and expensive alarm systems.
- Motorcycle and bicycle riders making *frequent* late-night trips to and from a premise where other indicators of drug activity are being observed.

Landlords may observe:

- ▶ Credit checks are difficult to run on such renters. Renters may give vague information about previous addresses or have prior addresses that are difficult to confirm or check.
- ▶ A willingness to pay rent months in advance, particularly in cash, or to pay large deposits. If an applicant offers you six months' rent in advance, resist the urge to accept and require them to go through the application process. You might have more money in the short run, but your rental will likely suffer damage, and you will certainly be damaging the livability of the neighborhood and your long-term investment. And if they run a meth lab out of your property, you may lose every penny paid and much more.
- ▶ A tendency to pay in cash combined with a lack of visible means of support. Some perfectly honest people don't like writing checks. Most perfectly honest people, however, have perfectly honest jobs. If there is no job visible, but a lot of cash on hand, get suspicious.
- ▶ Unusual fortification of individual rooms—deadbolts and alarms on interior doors, for example.
- ▶ Requests/willingness to pay surprisingly high dollar amounts to install window bars and other fortifications.
- ▶ Obvious evidence—bags of white powder, syringes, marijuana plants, *etc.* Also note that very small plastic bags—the type that jewelry or beads are sometimes kept in—are not generally used in quantities by most people—the presence of such bags, combined with other factors, should cause suspicion.
- ▶ Unusually sophisticated weigh scales. The average homeowner might have a grocery scale or a letter scale—perhaps accurate to an ounce or so. The scales typically used by drug dealers, distributors, and manufacturers are noticeably more sophisticated—accurate to gram weights and smaller.
- ▶ Large amounts of tin foil, baking soda, or electrical cords. Tin foil is used in grow operations and meth production. Baking soda is used in meth production and in the process of converting cocaine to crack. Electrical cords are used in meth labs and grow operations.

- **Dealers**

Dealers sell to the end user—so they typically sell small quantities to many purchasers. Dealing locations are like convenience stores—there is high customer traffic with each customer buying a small amount.

Neighbors may observe:

- ▶ Cyclical traffic—increasing on weekends or late at night; or minimal for a few weeks and then intense for a period of a few days—particularly pay days.
- ▶ Visitors who appear to be acquaintances rather than friends.
- ▶ People bringing "valuables" into the home—televisions, bikes, VCR's, cameras—and leaving empty-handed.
- ▶ Visitors sitting in the car for a while after leaving the residence or leaving one person in the car while the other visits.
- ▶ "Lookouts," frequently younger people, hanging around the property during heavy traffic hours.
- ▶ Various obvious signs such as people exchanging small packets for cash, people using drugs while sitting in their cars, syringes on the lawn, or other paraphernalia lying about.
- ▶ Week night activity at extremely late hours—frequent commotion between midnight and 4:00 in the morning on a week night is an indicator that drugs may be involved. (Both cocaine and methamphetamine are stimulants—users tend to stay up at night.)

Landlords may observe:

- ▶ Failure to pay utility bills or rent, failure to maintain the house in appropriate condition, or general damage to the property. Some dealers smoke or inject much of their profits—as they get more involved in the drugs, they are more likely to ignore bills, maintenance, housekeeping, and yard work.

- **Distributors**

"Distributors" are those who sell larger quantities of drugs to individual dealers or other, smaller distributors. They are the "wholesale" component, while dealers are the "retail" component. If the distributors are not taking the drugs themselves, they can be difficult to identify. A combination of the following indicators may be significant:

- ▶ Expensive vehicles owned by people otherwise associated with a lower standard of living. Some distributors make it a practice to spend their money on items that

are easily moved—so they might drive a \$50,000 car while renting a \$20,000 house.

- ▶ Regular car switching, especially at odd hours—the people arrive in one car, leave it at the premises, and use keys already in their possession to get into another car and drive off.
- ▶ Pagers and cellular phones used by people who have no visible means of support.
- ▶ Unexplained trips.
- ▶ Frequent late-night trips.

- **Stash Houses**

Marijuana and cocaine is smuggled from Mexico, then stored in houses, called "stash houses," before being moved to other parts of the country. Most stash houses are rented.

In addition to the general signs of drug activity, these are some of the characteristics of stash houses:

- ▶ Stash houses are not confined to just one geographical area.
- ▶ Many stash houses will be leased for less than one year.
- ▶ The utilities may never be turned on.
- ▶ Someone other than the person who rented the house may live at the house for short periods of time.
- ▶ Vehicles might be seen backing into the garage area, into backyards, or next to patio doors.
- ▶ People might be seen carrying large boxes, bundles or plastic bags from a vehicle into the house and vice versa.
- ▶ Unusual odors might be detected coming from the house.
- ▶ Large fans may run night and day (to reduce drug odors and to dry marijuana).
- ▶ After periods of heavy activity, it may appear that the house has been vacated.
- ▶ Plastic garbage bags, strips of tape, and drug residue may be observed in the garage.

These are just some of the characteristics of stash houses. The presence of one or some of these indicators is not proof of illegal activity, but the more points in the

profile that fit, the more likely you are to have a problem. If you believe that illegal activity is occurring and immediate response is not required, call 450-8892, the police narcotics division, or the police substation in your area.

◦ **Marijuana Grow Operations**

Grow operations are hard to identify from the street. In addition to the general signs of excessive fortifications or overly paranoid behavior, other signs are listed below¹:

- ▶ Extensive lighting equipment, *e.g.*, 1000 or 400 watt metal halide or high pressure sodium bulbs, chain systems to raise and lower lights, grow-lites, mylar or white plastic, light meters and ammeters, auto and manual timers, generators, alligator clamps and leads. Powerful lights may be left on all night in the attic or basement. A sudden jump in utility bills or drastic changes in power consumption may result.
- ▶ Rewiring efforts, hooking directly into power lines, tampering with wiring, or bypassing circuitry. Again, grow operations require a lot of electricity—some use 1000-watt bulbs that require 220-volt circuits. The extra circuitry generally exceeds the power rating for the house and can burn out the wiring—resulting in fires in some cases, or often, the need to rewire before you can rent the property again.
- ▶ A surprisingly high humidity level in the house. Grow operations require a lot of moisture. In addition to feeling the humidity, landlords may observe peeling paint or mildewed wallboard or carpet.
- ▶ Obvious signs such as basements or attics filled with plants, lights; and highly reflective material (*e.g.*, tin foil) to speed growing.
- ▶ Grow room equipment, *e.g.*, hydroponics set-up, drip irrigation systems, lava rock and potting soil, fertilizers, grow tablets, insecticides, electric soil sterilizer, lady bugs, CO₂ injection system, air conditioning units, exhaust fans, and oscillating fans.
- ▶ Renter subscribes to magazines like *High Times*, *Growing Edge*, or *21st Century Gardener*, and/or is a member of the Hydroponics Society of America, P.O. Box 6067, Concord, CA 94524.
- ▶ Windows that could normally be open are always covered.
- ▶ Excessive water usage, water lines or electrical cords running to the basement or outbuildings.

Adapted from the Domestic Cannabis Eradication/Suppression Program Conference (Nashville, Tenn., February 1991) by Eric D. Duerr and David W. Spencer, Pennsylvania Office of the Attorney General, Bureau of Narcotics Investigation and Drug Control.

- ▶ Unusual amount of exhaust fan noise, ballast noise, or windows sweating.
- ▶ Meter seals broken or tampered with, and/or access to the meter denied.
- ▶ Potting soil present around outbuildings and in flower beds.
- ▶ Lava rock or other hydroponic medium scattered around.
- ▶ Delivery of large amounts of propane, diesel, or wood.
- ▶ Renter purchases a power generator.
- ▶ U-Haul or delivery trucks arriving late at night.
- ▶ Renter buys a large amount of Baggies, Seal-a-Meal, or other packing materials.
- ▶ Increased activity at the suspect's location every 45 to 90 days, correlating with the marijuana grow cycle.
- ▶ Renter purchases a large quantity of 3 and 5 gallon buckets and/or PVC pipe, fans, vents, pumps, mylar, *etc.*
- ▶ Boxes, bags, or suitcases are often carried in or out of the residence.

- **Clandestine Labs**

Once the operator has collected the chemicals and set up the equipment, it doesn't take long to cook the drugs—about 12 hours for one batch. Clandestine labs have been set up in all manner of living quarters, from hotel rooms and RV's, to single-family rentals or apartment units. Lab operators favor units that are secluded. In rural settings it's barns or houses well away from other residences. In urban settings it might be houses with plenty of trees and shrubs blocking the view, or apartment or hotel units that are well away from the easy view of management. However,

while seclusion is preferred, clandestine labs have been found in virtually all types of rental units.

Neighbors may observe:

- ▶ *Strong ammonia* smell—very similar to cat box odor (amalgam process of methamphetamine production).
- ▶ The smell of other chemicals or solvents not typically associated with residential housing.
- ▶ Chemical drums or other chemical containers with their labels painted over.
- ▶ Individuals leaving the premises just long enough to smoke a cigarette, particularly if other suspicious signs are present. Ether, which is highly explosive, is used in meth production, so methamphetamine "cooks" get away from it before lighting up.

Landlords may observe:

- ▶ A particularly strong cat-box/ammonia smell within the house. May indicate usage of the amalgam process for methamphetamine production.
- ▶ The odor of ether, chloroform, or other solvents.
- ▶ A maroon colored residue on aluminum sashes or other aluminum materials in the house. The ephedrine process of methamphetamine production is a more expensive process, but it does not give off the telltale ammonia/cat box odor. However, the hydriodic acid involved *does* eat metals and, in particular, leaves a maroon residue on aluminum.
- ▶ The presence of flasks, beakers, and rubber tubing consistent with high school chemistry classes. Very few people practice chemistry as a hobby—if you see such articles, bells should go off.
- ▶ The presence of bottles or jugs used extensively for secondary purposes—milk jugs and screw-top beer bottles full of mysterious liquids.
- ▶ Garbage containing broken flasks, beakers, tubing or other chemical paraphernalia.

NOTE: *If you have reason to believe there is a meth lab on your property, leave immediately, wash your face and hands, and call the narcotics division of your local police department to report what you know. If you have reason to believe your exposure has been extensive, contact your fire department by calling 9-1-1 (some of the chemicals involved are highly toxic.) For more information about meth labs, see the following section, "If You Discover a Clandestine Lab," and refer to the Appendix for resource materials.*

IF YOU DISCOVER A CLANDESTINE LAB . . .

Because methamphetamine labs represent a potential health hazard far greater than other types of drug activity, we have included this section to advise you on how to deal with the problem. This information is intended to help you through the initial period, immediately after discovering a meth lab on your property.

- **The Danger: Toxic Chemicals in Unpredictable Situations**

There is very little that is consistent, standard, or predictable about the safety level of a methamphetamine lab. The only thing we can say for sure is that you will be better off if you leave the premises immediately. Consider:

- ▶ **Cleanliness is usually a low priority.** "Cooks" rarely pay attention to keeping the site clean or keeping dangerous chemicals away from household items. The chemicals are rarely stored in original containers—often you will see plastic milk jugs, or screw-top beer bottles, containing unknown liquids. It is all too common to find bottles of lethal chemicals sitting open on the same table with the cook's bowl of breakfast cereal, or even next to a baby's bottle or play toys.
- ▶ **Toxic dump sites are common.** As the glass cooking vessels become brittle with usage, they must be discarded. It is common to find small dump sites of contaminated broken glass, needles and other paraphernalia on the grounds surrounding a meth lab, or even in a spare room.
- ▶ **The chemicals present vary from lab to lab.** While some chemicals can be found in any meth lab, others will vary. "Recipes" for cooking meth get handed around and each one has variations. So we cannot say with any certainty which combination of chemicals you will find in a lab you run across.
- ▶ **"Booby traps" are a possibility.** Other meth users and dealers may have an interest in stealing the product from a cook. Also, as drug usage increases, so does paranoia. Some cooks set booby traps to protect their product. A trap could be as benign as a trip wire that sounds an alarm, or as lethal as a wire that pulls the trigger of a shotgun or a door rigged to knock two chemicals together which react to release hydrogen cyanide gas.
- ▶ **Health effects are unpredictable.** Before the law enforcement community learned of the dangers of meth labs, they walked into them without protective clothing and breathing apparatus. The results varied—in some cases officers experienced no ill effects, while in others they developed "mild" symptoms such as intense headaches, and in still others they experienced the burning of lung tissue from breathing toxic vapors, burns on the skin from coming into contact with various chemicals, and other more severe reactions. By far the most dangerous threat is that of explosion and fire. Ethyl ether, commonly used in drug labs, is highly explosive. Meth lab fires generally begin when ether vapors are

sparked—the result can be instant destruction of the room, with the remainder of the house in flames.

- ▷ **Many toxic chemicals are involved.** The list of chemicals that have been found in methamphetamine labs is a long one. Some are standard household items, like baking soda. Others are extremely toxic or volatile like hydriodic acid (it eats through metals), benzene (carcinogenic), ether (highly explosive), or even hydrogen cyanide (also used in gas chambers). For still others, like phenylacetic acid and phenyl-2-propanone, while some adverse health effects have been observed, little is known about the long-term consequences of exposure. If you desire more information about the chemicals found in methamphetamine labs and their health risks, the *Appendix* includes a list of resources you may wish to contact.

- **What to Do If You Find a Lab**

1. **Leave.** Because you will not know which chemicals are present, whether or not the place is booby trapped, or how clean the operation is, *don't stay around to figure it out*. Do not open any containers. Do not turn on, turn off, or unplug anything. Do not touch anything, much less put your hand where you cannot see what it is touching—among other hazards, by groping inside a drawer or a box, you could be stabbed by the sharp end of a hypodermic needle.

Also, if you are not sure you have discovered a clandestine lab, but think you may have, don't stay to investigate. Make a mental note of what has made you suspicious and get out.

2. **Check your health and wash up.** As soon as possible after leaving the premises, wash your arms and hands beginning at the elbow and working down. Then wash your face. Do not smoke, eat, or drink before washing. Next, check your physical symptoms. If you have concerns about symptoms you are experiencing, call the fire department (9-1-1).

Even if you feel no adverse effects, as soon as is reasonably possible, change your clothes and shower. Whether or not you can smell them, the chemical dusts and vapors of an active meth lab can cling to your clothing the same way that cigarette smoke does. (In most cases, normal laundry cleaning will decontaminate your clothes.)

3. **Alert your local police.** Contact the narcotics division of your local law enforcement agency. (After hours, call 911 and ask for Police.) If you are unsure of whom to call, contact your police services through their non-emergency numbers listed in your phone book. Because of the dangers associated with clandestine lab activity, such reports often receive priority and are investigated quickly. Typically, law enforcement will coordinate with the local Fire Department's Hazardous Materials team. (Once law enforcement secures the premises, they may bring in the "Haz Mat" team to assist.)

4. **Stay on top of the situation.** The guidelines governing the control and clean up of methamphetamine labs are evolving as more is understood about the hazards of the materials involved and long-term health effects of exposure. Before you can rent the property again, you will need to comply with various clean up procedures and adhere to applicable laws and ordinances.

Begin by getting appropriate information from the law enforcement officials who deal with your unit. Also, if there are remaining issues to be addressed with your tenants, do so. (Note that, typically, the premises will be declared unfit for use, and your tenants removed. So while there may be other issues to resolve, physical removal is usually not one of them.) Basically, from this point on, you should learn about the law, your expected responsibility, and get on with fulfilling it.

- **Lab Clean-up and the Law**

Federal, state and local laws place restrictions on property contaminated by clandestine drug labs. The following is intended as a very general summary. For more detail on the law, please review the statutes directly.

- ▶ **Laws.** The Resource Conservation and Recovery Act (RCRA), a 1984 amendment to the Solid Waste Disposal Act, and the Comprehensive Environmental Responses Compensation and Liability Act of 1980 are just two federal laws which apply to meth labs. The Environmental Protection Agency and the Drug Enforcement Agency are the main federal entities that could become involved upon discovery of a meth lab. Provisions are also made on the state and local level for decontamination.

The trend is for local governments to add laws which specifically address the dangers of contamination from manufacturing methamphetamine and other drugs involving toxic chemicals during processing. In general, a governing agency may seek a court order for closure of the property until it is appropriately cleaned up.

- ▶ **Renting ex-meth labs.** It is more difficult to sell or rent property that has been used as a meth lab—essentially, until the property is cleaned in accordance with applicable laws, you may not sell it without first disclosing that the premise is a contaminated lab site, and you may not rent the property at all. If you rent contaminated property (or sell it without disclosure) you risk substantial legal action from inhabitants who suffer adverse health effects.

In order to re-rent the structure (or sell it without disclosure) you will need to have it decontaminated in accordance with established guidelines. Depending on the level of contamination present, clean-up may be as simple as a thorough cleaning of all surfaces, or as complex as replacing drywall or even demolition of the entire structure.

Your best approach is to be aggressive in learning the steps you must follow and get on with returning your property to a habitable condition. Because of the range of chemicals involved, and the differing levels of contamination possible, we cannot accurately predict the length of time involved to get a contaminated property back into use.

If your property is in Northglenn, the North Metro Fire Rescue Authority's Department Hazardous Materials Unit will provide emergency response to stabilize any immediate hazard. They will further assist with helping you make the required notifications to State and Federal agencies and provide technical assistance for regulatory compliance.

Bottom line: you will be required to clean up contaminated drug lab sites *before* the property is inhabited again.

The *Appendix* includes references if you would like more information about the chemicals involved, clean-up requirements, or other information pertaining to clandestine drug labs.

- "Yes, but . . ."

"If lab sites are so toxic, how can meth lab "cooks" live there?"

The short answer is: *because they are willing to accept the risks of the toxic effects of the chemicals around them.* Meth cooks are frequently recognizable by such signs as rotting teeth, open sores on the skin, and a variety of other health problems. Some of the chemicals may cause cancer—what often isn't known is how much exposure it takes, and how long after exposure the cancer may begin. Essentially, meth cooks have volunteered for an uncontrolled experiment on the long-term health effects of the chemicals involved. So, unless you want to be another test subject, you will have to clean up your property before you use it again.

Also, there are occasions when meth cooks are forced to leave as well. For example, reports of explosions and fires are among the more common ways for local police and fire officials to discover the presence of a lab—while fighting the fire, they discover the evidence of drug lab activity.

Finally, *you* face a different set of risks in a meth lab than does the cook. At least the cooks know something about which compounds are in which unmarked containers. They know, for example, where the dangerous chemicals are, which drawer contains hypodermic needles, and whether or not a bottle of ether is open in the house (the vapor of ethyl ether can be ignited by something as simple as the spark of a light switch and, under the right conditions, a bottle of ether could explode just by jarring it). When you enter the premises, you have none of this information, and without it, you face a much greater risk.

NOTES

EVICTION

THE BASICS

Objectives: Resolve problems quickly and fairly. If eviction is required, do it efficiently. Minimize court time.

1. Don't wait. Act. If a tenant is not in compliance, address the situation immediately. **Don't let it fester.**
2. Know *how* to evict. Get a copy of the Colorado landlord tenant Statutes and *read them*. If you're not sure, don't guess—hire an attorney experienced in landlord/tenant relations. Cases are often lost on technicalities. You should:
 - a. Know the type of eviction notices available to you, and the differences between them.
 - b. Know the process for serving notices and don't be afraid to use it.
 - c. Understand the entire eviction process from beginning to end.
3. If a neighbor calls with a complaint, know how to respond.

DON'T WAIT—ACT IMMEDIATELY

Effective property management includes early recognition of noncompliance and immediate response. Don't wait for rumors of drug activity and certainly don't wait for official action against you. *Prevention* is the most effective way to deal with drug houses. Many drug house tenants have histories of noncompliant behavior that the landlord ignored. If you give the consistent message that you are committed to keeping the property up to code and appropriately used, dishonest tenants will stop believing they won't pay penalties.

- **Use the process or lose it.** Many landlords don't take swift action because they are intimidated by the twists and turns of the legal process. However, the penalty for indecision can be high—if you accept rent after *knowing* that a tenant is in noncompliance, you may lose your legal ability to evict for that cause. You will be in your best shape if you consistently apply the law whenever tenants are not in compliance or not meeting their responsibility under landlord/tenant law. Your position is weakened whenever you look the other way.
- **Swallow your medicine and get on with it.** Some landlords don't act for fear the tenant will damage the rental. If you do that, the situation may only get worse—you will lose what control you have over the renter's noncompliant behavior; you will lose

options to evict while allowing a renter to abuse your rights; and you will likely get a damaged rental anyway—if your tenants are the type who would damage a rental, sooner or later they will.

- **Listen to all the stories you want, but don't bend the process.** While developing this manual, we heard this story with considerable frequency: "The person *renting* the property is a nice young woman. We haven't had any problems with her. The drug dealers are friends of her boyfriend and she says she can't control them. So what do we do? *She* isn't making trouble—it's these other people." ...Ask yourself: did these "innocent" tenants contact you or the police when the drug activity first occurred? Or did they acknowledge the truth only *after* you received phone calls from upset neighbors or a visit from the police department?

Unless the tenant contacted you, and the police, the first time drug activity occurred, pursue your eviction options. The sooner tenants who "front" for others realize they will be held responsible, the sooner they may choose to stop being accomplices to the crime.

CHOICES FOR EVICTION

What follows are general descriptions of the options available to a landlord in Colorado. Each option has a specific legal process which you must follow. For a complete definition of eviction options and serving process, review the latest version of Colorado Revised Statutes, *Colorado Forcible Entry and Unlawful Detainer/Landlord & Tenant Act*. The following descriptions are based upon the most recent provisions (as of the printing of this manual):

- **Notice to Quit (CRS 13-40-107)** This does not apply under Section 8 housing. So long as you provide the proper period of time as set forth in 13-40-107, this is your simplest option to terminate a tenancy. You may evict tenants for no cause (or no reason) with written notice specifying the periodic rental date at which the tenancy is terminated. In general, this option is easier to use because you are not accusing the tenant of any wrongdoing and there is less to argue about if you go to court.

Timing of this notice is extremely important. For example, if a month-to-month tenancy runs from the first of each month, a written 10-day notice given February 20 would terminate the tenancy no earlier than March 1. If the specified time elapses and your tenants have not moved out, begin the *forcible entry and detainer* process, using the Notice to Quit you served as an exhibit. For week-to-week tenancies, the same applies except that the time limits are 3 days instead of ten.

- **Demand for compliance or possession for breach of rental agreement (for cause)(CRS 13-40-104(e)).** This requires the tenant to remedy the problem situation or vacate the premises within 3 days. Examples of breaches under this demand include material noncompliance with the rental agreement (like having pet or constant noise), as well as actions by the tenant or those on the premises with the tenant's permission that cause damage to the premises, or disturb the neighbors' peace. *Drug dealing and drug manufacturing are legitimate reasons to serve a 3 day eviction demand. (See also Felony Eviction Rule below)*

Note that this proceeding can allow the tenant to remedy the problem, if possible, and stay on. As such, it is appropriate to use the demand to correct seriously noncompliant behavior. Don't use it for minor disagreements, but do use it when significant breaches or noncompliant activity occurs. (* If the problem seems to have been remedied, make sure to keep a copy of the Demand in the tenants file - it will probably be useful later.)

- **3 Day Demand for Compliance or Possession for health and safety noncompliance (CRS 13-40-104(e)).** This requires tenants to remedy the situation which is a breach of their Lease or vacate the premises within 3 days. If they do not remedy the problem within three days, begin the *eviction* process. Examples of breaches under this notice include material noncompliance affecting health and safety, such as electrical sparking, gas leaks, and fire hazards.
- **Three day Notice to Quit due to *second* noncompliance (CRS 13-40-104-(1)(e.5)(I&II)).** If you have already served a tenant with a 3 Day Demand which the tenant remedied at the time and, the tenant commits substantially the same breach again, you may serve a 3-day Notice to Quit with *no* option for remedying the breach. If the tenant has not vacated at the end of the three days, initiate the *eviction* process, using both the initial 3 day Demand for Compliance or Possession and this subsequent 3 day Notice to Quit.
- **Three day Demand for Payment of Rent or Possession of the premises (CRS 13-40-104(d)).** If the tenant has not paid rent (or if Section 8, *their share of the rent*) you may serve a 3-day Demand. If the tenant pays within 3 days, they may stay on the property. *Be sure to provide the tenant with the full three days; do not initiate the court action until the forth day.* If they neither pay rent nor move out, then you begin the *eviction* process to regain the property. Use caution in accepting partial payments during the 3 day period; unless you and your tenant agree differently in writing, receipt of any portion of the rent may suspend the notice. For this reason, many landlords who serve 3-day Demand do not accept payments unless it is for the full amount.

- **Notice to Vacate for substantial violation/Felony Rule (CRS 13-40-107.5(3-5)).** This applies when the tenant, or someone in the tenant's control, commits a substantial violation by doing either of two things: 1) substantially endangering the property of the Landlord, co-tenant or any person living near the premises, or 2) acting in such a way as to constitute a violent or drug related felony under CRS title 18. Examples are inflicting serious bodily harm on you or other tenants, discharging a weapon on the premises, engaging in sale or possession of drugs, or engaging in conduct involving imminent serious property damage. In this situation you should serve a three day written Notice to quit. If the tenant does not leave, commence the *eviction* action.

Note that in most private rental cases, if the tenants are involved in illegal activity, they will move out quickly, rather than fight the eviction—it won't help their drug operation to appear in court.

Immediate termination notices were designed to address only the most extreme infractions. **Don't** use these notices lightly. **Do** know your options if you do. **It is particularly important to consult with an attorney before using this type of notice.**

- **Mutual agreement to dissolve the lease.** This is a frequently overlooked method. Write the tenant a letter discussing the problem and offering whatever supporting or circumstantial evidence seems appropriate. Recommend dissolving the terms of the lease, allowing the tenant to search for other housing without going through the confrontation of the eviction process. Let Section 8 renters know that mutual agreement to dissolve the lease is permissible under the program and does not threaten eligibility.

Make sure the letter is evenhanded—present evidence, not accusations. Make no claims that you cannot support. Have the letter reviewed by an attorney familiar with landlord/tenant law. Done properly, this can be a useful way to resolve a problem to both your tenant's and your own satisfaction without getting tied up in a lengthy court process. Done improperly this will cause more problems than it will solve. Don't try this option without doing your homework first.

Again, if illegal activity is going on, most tenants will take the opportunity to move on without making more waves.

Yet another option for conflict resolution is mediation. In the Denver-Metro area, the following agency provides dispute resolution services using neutral mediators to assist in the peaceful resolution of neighborhood conflicts, including landlord/tenant conflicts:

DU Law School, Mediation Department
7039 E. 18th Avenue, Suite P-212
Denver, Colorado

- **Section 8 notice for cause.** Section 8 tenants generally have the same rights and responsibilities as other tenants under the *Colorado Forcible Entry and Detainer Act*. For example, notice may usually be served, for cause, for the kind of breaches typically associated with 3 Day Demands or 3 Day Notices but check your rental agreement *first*, as there may be specific requirements for these notices arising out of federal provisions. One difference between Section 8 and other housing is that you do not have the option of serving a nonrenewal notice.

In the tenants first term, you may usually only evict for what is termed, "material noncompliance", in which case you will be required to serve Notice under both Colorado law in addition to Federal law (which is usually 10 days)

After the first year, in addition to "material noncompliance", you may also evict for what is termed, "other good cause", such as a desire to use the property for personal, family, or nonresidential rental use; or a business reason such as property sale, renovation of the unit, or desire to raise the rent. Note that these additional causes still require proof—if the tenant takes you to court, you may have to demonstrate the legitimacy of your intentions. So don't try to evict because you plan to renovate, unless you really do renovate.

HOW TO SERVE NOTICE/DEMAND

When an eviction notice is served, quite often the tenant moves out and the procedure is complete. However, in those cases where a tenant requests a hearing, the details of the eviction process will be analyzed. As one landlord put it, "90% of the cases lost are not lost on the bottom-line issues, but on technicalities." Translated: *even if you have police testimony that the tenants are dealing drugs, you still have to serve the notice correctly.*

Each of the eviction options includes a legal process which you must follow. In addition, the process may also be affected by the provisions of your rental agreement or Section 8 contract (if applicable). Begin by reading and rereading your rental contracts and landlord/tenant law—one of the best tools you can develop is a comfortable, working knowledge of the law. In any eviction, you should take the following steps:

1. **Start with the right form.** When available, use forms already developed for each eviction option, and have an attorney review them for consistency with state law.
2. **Fill it in correctly.** If it is a for-cause notice, you must cite the specific breach of landlord/tenant law or section of the rental agreement which the tenant has violated. Although not required, it is a safe policy to staple a copy of the Lease to the Demand when serving it. In addition, briefly describe the tenant's noncompliant behavior. You will need to have the correct timing of the notice recorded. There will be other elements to include. For example, if it is a Section 8 rental, you may need to note that a copy of the notice is being delivered to the local housing authority.

3. **Time it accurately.** Many cases are lost because a landlord did not extend the notice period to allow for delivery time, did not wait the correct number of days to serve a nonpayment notice, or did not accurately note the timing of the process on the notice itself. Check landlord/tenant law, your rental agreement, and your Section 8 contract (if applicable) to assure you are timing the notice properly.
4. **Serve it properly.** Again, check the law and your contracts to assure the process is correct. Here are the options in Colorado:
 - **Hand delivery/Personal service.** If you place the notice directly into the tenant's hands, timing begins at 12:01 a.m. the following day. It is best to have a witness to the delivery.
 - **Post.** The server is required by law to make a diligent effort to personally serve the tenant (which means you must at least knock). If no one answers, the server may post the notice in a conspicuous place on the premises. To be safe, one should tape it to the front door, facing out.
5. **Don't guess—get help.** Unless you are comfortable with the process, consult with an attorney *who is well experienced in landlord/tenant law* before you serve an eviction notice. If you have drug activity on your property, you already have a major problem. Now is not the time to cut corners in order to save money. Using the correct legal process could save you thousands in damages, penalties, and legal fees down the road.

THE COURT-ORDERED EVICTION PROCESS

Technically, in the eviction process, you are suing for recovery of your property because the tenant has *wrongfully detained* it. The following is intended as a "layman's" overview of the process. It is only an introduction—read landlord/tenant laws for detail and, until you are familiar with the process, consult an attorney who specializes in the subject.

1. Begin by serving the notice in the manner described earlier. Make sure you do it correctly. Then wait for the tenant's response.
2. If the tenant remedies the problem (if allowable) or moves out, you are done. If not, after the appropriate time has passed, go to step 3. *However, most eviction notices are resolved at this stage.*
3. File papers with the Clerk of the Appropriate County Court on the forms provided, noting your reason for eviction and attaching a copy of the notice you served. You will pay a filing fee to the court and a fee to the Sheriff's Department for service of summons.
4. If initiating an eviction action, the clerk sets a court appearance date that is generally five to ten days in the future. You must arrange for a "process server" to deliver the summons and complaint—handing it to the tenant (if in) or fixing it securely to the outside of the tenant's front door. If service is accomplished by "posting" to the front door, you must also follow the posting with mailing within one day of filing the complaint.
5. On the first appearance date (or "return date") for an eviction action, the judge has the discretion to give the tenant a continuance to get an attorney and reappear. If this happens, you may request the court require the tenant to post a bond with the court, this is up to the court's discretion. If the tenant, or a legal representative, doesn't show, you win by default.

NOTE: *"Legal representative" has been more narrowly defined in recent actions, and no longer includes the property manager. A legal representative for the landlord would be the property owner/landlord himself, a lawyer, a corporate officer, or a person who is a "real party in interest." If you have some question about representation, contact your legal advisor.*

If the tenant responds on or before the return date, by filing with the court a written answer, the matter will be set for trial. The trial should be set on the court clerk's docket within seven days.

6. The hearing is held. The most frequent tenant defenses are: the landlord didn't comply with his/her responsibilities; the case was filed too soon; the eviction is retaliatory for some legitimate action taken by the tenant; the eviction notice was not served legally or there was an oral agreement of some kind.

If the decision is in your favor, a judgment is entered by the court which directs the tenant to pay attorney's fees, court costs, late charges, and/or past due rent. If the tenants do not move out within two days, you may return to court to obtain a "Writ of Restitution," which orders them to move out. Next, you contact the Sheriff's Department, who will typically give the tenants 24 hours to vacate. At the expiration of the 24 hour period, the Sheriff's Deputy will schedule a "move-out" with you where the Sheriff's Deputy will order your tenants to leave, warn them not to return, and stand by as you move the tenants belongings and have the locks changed/re-keyed. **Remember, a landlord may only under specific circumstances retain a tenant's property for unpaid rent** (consult with an attorney). If your ex-tenants leave property behind, you are not obligated to hold it for them, and in fact should probably not do so in order to avoid liability.

If you add it all up, it can take a month or more *after* the end of the notice period to remove tenants who choose to fight your eviction—assuming you win the case. But again, very few evictions make it all the way to a trial. If you meet your responsibilities as a landlord and serve your notices correctly, defense attorneys will be unlikely to advise their clients to fight. Again, if you serve the notice correctly, you may save considerable expense in the long run.

NOTES

NOTES

WORKING WITH THE POLICE

THE BASICS

Objectives: Have a working knowledge of how the Narcotics Division deals with drug houses. Know how to work with the system to assure rapid problem resolution.

1. Know how to work with the police, but don't expect cooperation when your (civil) concerns and their (criminal) concerns conflict.
2. If a neighbor calls you about possible drug activity on your property, know how to respond.
3. Know how to report suspicious or criminal activity.

DEFINING THE ROLES—LANDLORDS & POLICE

It is a common misconception that the police are able to evict tenants involved in illegal activity. In fact, only the landlord has the authority to evict; the police don't. The police may arrest people for *criminal* activity. But arrest, by itself, has no bearing on a tenant's right to possess your property.

Eviction, on the other hand, is a *civil* process—you are suing a tenant for possession of the property. Note the differences in level of proof required: victory in civil court requires "a preponderance of evidence"—the scales must tip, even slightly, in your favor. Criminal conviction requires proof "beyond a reasonable doubt"—a much tougher standard. Therefore, you may find yourself in a position where you have enough evidence to *evict* your tenants, but the police do not have enough evidence to *arrest* them. Further, even if the police arrest your tenants, and a court convicts them, you still must evict them through a separate process—or, upon release, they have the right to return and live in your property. **The fact that the police arrested your tenant does not mean that you can retake possession of the property.**

Many landlords are surprised to discover the degree of power they have in preventing and closing down drug houses, thus eliminating their threat to the health of a neighborhood. As one police captain put it, "Even our ultimate action against a drug house—the raid and arrest of the people inside—will not solve a landlord's problem, because the tenants retain a legal right to occupy the property. *It's still their home* until they move out or the landlord evicts them. And, as is often the case, those people do not go to jail, or do not stay in jail long. It's surprising, but the person in our community with the most power to end an individual drug house problem is the property owner—the landlord. Ultimately *the landlord* can make the people not be there anymore. The police can't do that."

The only time law enforcement may get involved in eviction is to enforce the *outcome* of your civil proceeding. For example, when a court issues a judgment requiring the tenants to move out and the tenants refuse, the landlord can go to the constable and request that the tenants be physically removed. If they return, law enforcement becomes involved because the ex-tenants are now trespassing. But until that point, law enforcement cannot get directly involved in your eviction process. However, the police *may* be able to provide information or other support appropriate to the situation—*e.g.*, testify at the trial, provide records of search warrant results, or stand by while you serve notice.

Again, criminal arrest and civil eviction are unrelated—the only connection being the possibility of using arrest or conviction records as evidence in an eviction trial. No matter how serious a crime your tenants have committed, eviction remains your responsibility.

WHAT TO EXPECT

If beat officers or officers in the Narcotics Division don't know you, they are unlikely to give you information about suspected activity at your rental. And, if your rental is under investigation, they may not give out any information at all. Whatever information can be shared will be done after the person you speak with is satisfied you are an honest landlord. You may need to go to the Narcotics Division in person; or you might get a referral from a beat officer.

Keep in mind: the Narcotics Division exists to fight drug activity and not necessarily to help landlords out of a tight spot. For example, if the police are planning a major raid on your unit, they aren't going to provide you with evidence for eviction beforehand.

However, in many instances you *can* get assistance—from advice about what to look for on your property, to documentation and testimony in your eviction proceeding. But it is not the obligation of the police to collect information necessary for you to evict problem tenants. Again, eviction is your responsibility, while criminal arrest is the responsibility of law enforcement. If neighbors are claiming that you have drug activity or other dangerous situations in your rental, investigate and take action. Don't wait for the police to rip out your front door while serving a search warrant. Take action.

Bottom line: If you aren't finding out about drug activity until the Narcotics Division tells you, it is unlikely you are actively managing the property. For the police to be sending you a letter, they have likely received a number of complaints—complaints you should have received as well.

THE LETTERS

When the Northglenn Police Department decides to take action on a property, they make a choice: to pursue it criminally, civilly (through the landlord), or both. If part of the process includes finding a civil solution (*i.e.*, removing the menace from the neighborhood by encouraging the landlord to evict the tenants) they will contact the landlord. When the police choose to send out letters, they send out one of the following three. Keep in mind, however, that letters are sent infrequently and at the discretion of the supervisor or commander; usually, by the time you receive a letter, the problem is severe.

1. **Notice that the police have arrested a person on your premises for drug activity** (selling or manufacturing).

What to do: If this event is related to the activity of your tenants, act immediately. Serve a 3 day notice to vacate as provided for under C.R.S. 13-40-107.5. Other eviction options are 3 day notice or notice to quit.

2. **A notice that a search warrant for drug activity has been served.** This letter advises you that police have served a search warrant for drug activity.

What to do: Again, quickly consider your options and then act. You may be in a position to serve a 3 day notice to vacate, 3 day notice or notice to quit, depending on the circumstances.

3. **A warning letter.** The letter will state that the police have received information suggesting there is drug activity on the property.

What to do: Quickly determine whether or not your tenants are involved in drug activity and act accordingly. Consider a property condition inspection if you feel safe or comfortable in doing so. If you find significant damage to the property, or other grounds for providing a proper notice, do so immediate. You may use the testimony of neighbors to support your case for any notice, depending on the circumstances.

Send a copy of the letter to your local public housing authority (PHA), if the renters are on Section 8. Ask neighbors to describe the kind of activity they have seen. Ask neighbors to watch. Call and speak with your tenant about the activity mentioned in the letter—consider using a recording device on the phone (legal in Colorado provided at least one end of the conversation is aware of the recording). Keep a constant lookout for significant breaches of compliance and begin an eviction proceeding if basis is found. (In most cases, by the time the police send out a letter, the tenants have already committed noticeable violations of their rental agreement or landlord/tenant law.) Note that significant disturbance of the right of neighbors to peaceful enjoyment of their property is basis for a 3 day notice.

IF A NEIGHBOR CALLS WITH A COMPLAINT

1. If a neighbor calls to say they suspect drug activity at your rental, take this action:
 - Don't be defensive and, equally, don't jump to conclusions. Your goal is to get as much information as you can from the neighbor about what they have observed. You also want to avoid setting up an adversarial relationship—if it *is* drug activity, you need to know about it.
 - Promise that you will not reveal their name to the tenant without prior permission, unless subpoenaed. *Keep this promise.*
 - Ask for:
 - ▶ A detailed description of what they have observed.
 - ▶ A letter documenting what has been observed, sent both to you and to the police narcotics division.
 - ▶ Names of other citizens you can call who could support what they are seeing. Also ask that they encourage other neighbors to contact you immediately—explain that if you can hear from others, then you can tell the tenant that neighbors (*plural*) have contacted you. Emphasize that this is for their protection, as well as the importance of collecting enough information to be able to support action.
 - ▶ Name, address, and phone number.

A single call from one neighbor doesn't necessarily mean your tenants are doing anything illegal. However, a single call *is* justification to pursue the matter further. You need to find out: Do you have drug activity or don't you? And you need to find out quickly.

2. Get in touch with other involved neighbors and find out what their perceptions are. It is likely, even if your tenant is running a high volume dealing operation, that some neighbors will not suspect illegal activity—many citizens are unobservant or give their neighbors a wide benefit of the doubt. However, it is equally unlikely that no other neighbors will know what is going on.
3. Collect data through other channels as seems appropriate—contact a beat officer for your area and contact the police narcotics division. Determine what if anything they have on record that can be revealed. Consider a 2-day notice to inspect the property for maintenance.

4. If you discover that your tenant is clearly innocent, recontact the neighbor who called and discuss it with them. If you discover no drug activity but strong examples of disturbing the neighbors' peace or other violations, don't let the problem fester—serve the appropriate notices. Likewise, if you become confident your property is being used for drug activity, don't wait for someone else to force the issue. Pursue it yourself. Here are some options:

- Advise the police narcotics division of your findings and your plan of action.
- If you have the option, deliver a nonrenewal notice. It is a legal, clean, and non-adversarial approach. The tenant has little to fight over because you are not claiming any noncompliant action.
- If you are not near the end of the lease period, pursue one of the following:
 - Immediate termination notice. If conditions allow, serve it.
 - 3 day notice for cause. "Cause" in this case may be drug activity if you have neighbors or police willing to testify, or it could be disturbance of the right of neighbors to peaceful enjoyment of the premises, or any other significant issue of noncompliance *which you have discovered since cashing the last rent check*—if you have drug activity, an inspection will likely reveal a failure to maintain the property as provided in the rental agreement, additional people living in the house, or some other noncompliant behavior.
 - Mutual agreement to dissolve the lease.

Of course, if the tenant isn't paying rent, you should have already served a three-day notice for nonpayment of rent.

... Finally, if you evict someone for drug activity, *share the information*. Landlords who are screening tenants down the road may not find out about it unless the information is documented. If it is a Section 8 renter, make sure the local housing authority has a letter from you on file. Also contact the credit reporting service you use to advise them of the circumstances.

CALLING IN CRIMINAL OR SUSPICIOUS ACTIVITY

If you want an officer to respond or if you see something requiring immediate police attention, call **911**. When you call 911, the operator's computer monitor will show the number from which you are calling and the name and address of the person to whom the phone belongs. When your call is routed to police, fire, or sheriff, the computer at that agency displays the same information on its screen. If for some reason you wish to remain anonymous, go to a pay phone to make the call.

If you want to talk to a police officer about information you may have, call the police agency which has jurisdiction over where the criminal or suspicious activity occurred. If you're not sure of the jurisdiction, call the Northglenn Police Department information desk at **450-8892**. This telephone is not connected to the 911 system or to any kind of computer and the officer who answers will have no information about you, other than what you choose to provide. The officer will direct you to the appropriate person or agency.

If you *do not* need immediate police response, you *do* have criminal or suspicious activity to report, **and** you wish to remain anonymous, call 450-8892. Police personnel will not record any information about you, if you request anonymity.

While provisions have been made for you to provide information anonymously, it is actually more helpful to law enforcement agencies to have your name and phone number for re-contact. Further questions often arise during a follow-up investigation, and whether these questions are answered may mean the difference between a successful or unsuccessful outcome.

In any event, when calling, provide as much information as possible. Give as many of the following details as you can:

- Describe the activity and its location.
- Provide names (including "street names," nicknames, or aliases) of the individuals involved.
- Describe the persons involved, including race, sex, date of birth or approximate age, height, eye color, hair color (and style, if unusual), and clothing. Give as many details as you can, and describe one person at a time; don't jump back and forth between individuals.
- Provide the addresses of the people involved.
- Describe any residence or business involved. For example, "a white flat-roofed house with a palm tree in the front yard," or "the dry cleaners on the northwest corner of Main and Broadway." Give the address if you know it.

- How many people are in the house or business? If you don't know, how many are usually there?
- Describe any vehicles involved or belonging to subjects who are involved, including color, year or approximate age, make, model, license number, decals, body damage, *etc.* In narcotics cases, include visitors' cars.
- Provide past criminal behavior of the people involved, if you know of any, including arrests and convictions. Are any of these individuals on probation or parole? How did you get your information?
- Does anyone involved carry a weapon? Is he armed now? If so, what type(s) of weapon does he have? Where does the person carry or keep the weapon(s)? How do you know this?
- Are there dogs in the subject's yard or house? If so, what kind(s) of dog? How many are there? Where are they now? Are they known to bite?

In narcotics cases, provide the following information as well:

- Is there a pattern, *e.g.*, does a particular car always come to the suspected drug house on the same day of the week every week, every other week, *etc.*? Does traffic at the house increase after that car leaves? Or do a lot of people come and go, staying for just one to five minutes?
- Have you seen packages being carried to or from the house? If so, make note of their size and shape, and how many you have seen. When did you see them? How were they wrapped?
- What kind(s) of drugs are involved (marijuana, crack, cocaine, heroin, *etc.*)? What quantities are being bought or sold? How much does the suspect buy from his supplier at a time? How did you get this information?
- Would the individuals involved sell to a stranger, or are they selective? What facts lead you to this opinion?

NOTES

THE SECTION 8 PROGRAM

The term "Section 8" describes a number of Federal subsidy programs that allow people of limited means to rent housing. The tenant pays a portion of the rent, while the Federal Government pays the rest. The Section 8 program is under the control of the U.S. Department of Housing and Urban Development (HUD) and administered by a local Public Housing Authority (PHA). Locally, it may be one of the several City Housing Authorities, Section 8 Department.

THE BASICS

Objectives: Make an informed decision about whether you want to rent through Section 8. Understand the legal and practical differences between publicly subsidized and private renting. Have the same success rate as can be expected with private rentals.

1. Before renting under a Section 8 program, learn about the program's benefits and drawbacks.
2. Recognize that publicly subsidized renters tend to have broader knowledge of their rights and, for compelling reasons, are more likely to fight eviction.
3. Read your contracts carefully—there are significant differences from private rental contracts.
4. Assure that applicable lease provisions, noted in the chapter on *Rental Agreements*, are in the PHA's lease.

SOME BENEFITS

1. **Reliable rent.** A large portion of the rent, and sometimes all of it, is guaranteed by the Federal Government. So, once the paperwork is processed, you'll receive the subsidy portion on time, every month. Also, assuming you screen your applicants responsibly, your tenants should be able to pay *their* portion on time since the amount is predetermined to be within their means.
2. **"Contract Rent."** HUD and the PHA work to assure that subsidized rents do not exceed comparable private rentals in the area. Those who are charging rates comparable to other nearby rentals will receive similar amounts under Section 8. Those who attempt to "lead" the market in price may not be able to negotiate a rent under the programs.

- 3. Vacancy loss and damage protection.** Vacancy loss may be paid under the "certificate" program at 80% of the contract rent for up to 30 days, if the rental unit remains vacant after the move out month. Vacancy loss is not paid under the "voucher" program.

If a tenant damages the rental unit above normal wear and tear, the owner must schedule a move out inspection with Section 8. After the inspection establishes the amount of damage, a claim for payment is processed.

- 4. Assistance in addressing illegal activity.** When neighbors call to complain of illegal activity in one of your rental units, take careful notes and ask them to send you their information in writing. If callers are nervous about writing down the complaint, encourage them to find the "safety in numbers" of having multiple neighbors sign the letter.

You should check your property, and if a problem is evident, contact the Police Narcotics Division. Also contact the Section 8 office to schedule a meeting to discuss the situation. Section 8 may inspect the property, and/or schedule a conference with the tenant and owner. If the tenant does not allow the inspection or is unwilling to attend the conference, or if clear evidence of dangerous criminal activity is discovered, the owner and Section 8 need to establish a course of action.

Remember that the lease is between the owner and the tenant. Do not treat the rent subsidy program as a crutch. If you have cause to serve an eviction notice (*e.g.*, significant damage to the unit, failure to pay their portion of the rent, evidence of drug activity, *etc.*), you must evict the family through the court system. Section 8 will support your eviction action.

The PHA is committed to moving those proven to be involved in illegal activity off the program and opening space for honest people who need assistance.

- 5. Social service referrals.** The PHA can provide referrals for tenants who experience a period of personal crisis. For example, should an otherwise reliable tenant develop problems making payments on time, the PHA may be able to connect the tenant with an agency which can help solve the problem and get the person back on more stable footing.
- 6. Serving the public good.** Those landlords who meet their responsibilities *and* require Section 8 tenants to do the same provide a valuable service to the community—by renting decent housing to good citizens who otherwise could not afford it.

SOME CAUTIONS

1. **The leases provided by the PHA may lack some safeguards.** These leases are written to match HUD's requirements and won't necessarily include all provisions you consider important. Many landlords don't realize they are entitled to attach additional conditions to a Section 8 lease, as long as these are approved by the appropriate authorities. The chapter of this manual on *Rental Agreements* includes valuable lease provisions, most of which you may incorporate to address these issues.
2. **Tenants may face a financial cost for revealing additional roommates.** Section 8 renters are required to tell the PHA of any new roommates *and* reveal those people's income. This could result in a lowering of subsidy. For those renters who are not honest, this can be a disincentive to admit the presence of other people in the house.
3. **The lease is permanent—Notice to Quit evictions are not allowed.** Under Section 8, all evictions must be for cause. During the first year landlords must use one of the for-cause notices outlined in the Section 8 lease or in landlord/tenant law to terminate the lease (see *Eviction*). After 12 months, the landlord has additional "good cause" eviction options such as personal, family, or nonresidential rental use; or a business reason such as property sale, renovation of the unit, or desire to raise the rent. But at no time may you evict without cause. Note that the tenant is bound by the same type of for-cause termination in the first year, but is allowed to submit a 30-day nonrenewal notice any time after one year.
4. **Evictions are likely to be more complicated.** . . . because the tenant has rights under both state and federal law. The technical differences result in the following practical results:
 - **Section 8 renters tend to be better informed of their rights.** While the PHA cannot act as advocates for tenants, they do assure that renters are aware of their basic legal options and recommend that they seek the advice of an attorney. For reasons noted below, many do.
 - **If evicted, Section 8 tenants may feel they have more to lose.** Section 8 renters facing for-cause eviction may fear the possibility of losing the only reliable source of shelter they have. In reality, the grounds for eviction are often not sufficient to remove the tenant from the program as well; but *fear* of that action may exist nevertheless. To private renters, the financial impact of eviction is minimal—they will gain a blot on their rental records, but the monetary price is small. So they may be more willing to vacate the property rather than stay to fight the landlord. In contrast, given the possible stakes, Section 8 renters may be more likely to fight.

- **Section 8 renters may have less motivation to mitigate court costs.** Like most citizens with limited income, Section 8 renters typically qualify for free legal counsel in some form. So while you and private renters of greater means may share a motivation to keep legal costs low, Section 8 renters may not.

SOME MISCONCEPTIONS

The public housing authority pre-screens their applicants along the same guidelines that a landlord should use.

False. The PHA screens only for program eligibility (primarily income level), and is not permitted to screen for other criteria. It is up to the landlord to screen the tenant—assure they can pay the remainder of the rent, check their rental record through previous landlords, and run all other checks the same way you would with a private renter. You are not only legally permitted to, you are *expected to*. Screening applicants, subsidized or not, is both your right and your responsibility: you are entitled to turn down Section 8 applicants who do not meet your screening criteria and accept those who do. Even guaranteed rent is not worth it, if drug dealing tenants move in.

3-day notice for nonpayment of rent cannot be served on a Section 8 renter.

False. In Colorado, if tenants do not pay their share of the rent, you are expected, in accordance with the lease, to serve a nonpayment notice, *even though you have received and deposited the subsidy check*. A landlord may keep the subsidized portion of the rent and serve the 3-day notice on the tenants for their portion of the rent (in addition to the appropriate Notice required by Federal Law). The tenant may raise as a defense that the landlord received his subsidy payment, but the status of this defense is unclear at this time. If Section 8 nonpayment becomes an issue for you, consult an attorney.

The public housing authority will not testify in court.

False. If you are going to court, the PHA will not volunteer to testify—they are required to stay neutral in court actions between landlords and tenants. However, while the PHA cannot act as advocates for landlords, they have no desire to protect tenants involved in drugs or other dangerous illegal activities.

If you want support from the PHA in a court case, you will likely need to subpoena them, at which point they will share pertinent information.

If you evict tenants for drug activity, the PHA will simply let the same people rent again elsewhere.

False. New HUD guidelines allow the PHA to terminate assistance to tenants involved in felony-level manufacture, sale, distribution, possession, or use of illegal drugs. The same guidelines also apply to tenants involved in violent criminal activity.

SECTION 202

Section 202 housing is where the apartment unit is subsidized, not the person. This is for low income elderly.

SECTION 236

Section 236 housing is where the apartment unit is subsidized, not the person. This is for low income families.

SECTION 8

Section 8 is subsidized housing where the resident can move anywhere. Hundreds of landlords within the City of Northglenn participate in the Section 8 program.

NOTES

FIRE AND LIFE SAFETY

IN

APARTMENT BUILDINGS

DEVELOPED BY THE

NORTH METRO FIRE RESCUE AUTHORITY



NORTH METRO FIRE RESCUE AUTHORITY

10550 HURON STREET

NORTHGLENN, COLORADO 80234

(303) 452-9910

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INTRODUCTION

The North Metro Fire Rescue Authority has put together the following information with the intent of helping apartment owners, managers and tenants understand fire and other safety issues associated with apartment living. The Fire Authority would like to point out that this is a beginning and that on-going education and training is essential in helping you live in a safe environment.

In statistics released by the United States Fire Administration, more than 20 percent of all fires in the United States occur in apartments. A majority of the apartment fires are caused by cooking. Other major causes of fires in apartments have been attributed to careless smoking and children playing with matches or lighters.

There is little doubt that there is nothing as devastating as a fire that is out of control. Fire can and does kill, disable, and injure tens of thousands of people annually. Fire also disrupts people's lives in more ways than just losing your place of residency.

One means of assisting you in preventing fires from occurring in your apartment building(s) is the Fire Safety Inspection Program. This program encompasses a number of components that insures that you, the apartment manager or landlord, are educated as to your responsibilities in helping us to prevent a fire from occurring in your building. As a means to assist you in preventing the ravages of fire, the Fire Authority has developed this list to help you identify potential problems in your apartment buildings. On the last three pages of this brochure you will find a list of the most commonly found fire safety violations when our fire personnel conduct their routine fire safety inspections annually.

Please take a moment and read through this brochure and should you have any questions concerning the information we have provided, please do not hesitate to give the Fire Prevention Division of the North Metro Fire Rescue Authority a call at 452-9910.

Thank you.

EXITING THE BUILDING

The most important aspect of fire safety in any building is a person's ability to exit quickly and safely. All exit pathways, exit doors and exit stairways must be free and clear of any obstructions and safely maintained at all times.

The following list represents some safety suggestions concerning exiting in apartment buildings:

- Keep stairways free and clear of obstructions at all times. Anything that may render the stairway unusable should be kept away from stairways. Propane barbecue grills, motorcycles and other motorized type items such as a lawn mower or snowblower, flammable liquids and combustible material should not be stored under stairs.
- If there are interior corridor systems in the building, an ongoing maintenance program is necessary:
 - Keep all storage and obstructions out of corridors.
 - Maintain and test emergency lighting on a monthly basis. Check for burned out bulbs, and for low and dead batteries.
 - Maintain all exit signs. Replace burned out bulbs as soon as possible.
 - Fire doors along corridors should be maintained self-closing, self-latching (especially laundry and utility room doors) and not be propped open. Properly maintained doors can hold back fire and smoke from these exit pathways so that tenants will be able to safely exit the building.
 - Post evacuation routes/plans in the common areas of all buildings. Each plan must indicate two exits from each area and a safe place for everyone to congregate once outside of the building. This type of information as well as what they should do in the event the building fire alarm sounds (if appropriate), should be provided to all new residents as a part of the process of moving into the building.
- Apartment occupants should be encouraged to provide for a means of alternative escape (such as an escape ladder) when living in an apartment.

BUILDING ADDRESSING

Not only is it important to be able to exit the building, but it may be just as important to be able to identify the building in the event of an emergency. Therefore it is important that the building's address is easily seen from the street so as to aid emergency personnel in quickly locating the appropriate address to which they were dispatched.

- The complex and/or building address numbers are recommended to be at least six inches in height, must contrast with the background, and be visible from the street at all times.
- The individual apartment numbers should be contrasting in color to the door/wall background and visible at all times.

EMERGENCY MEDICAL SERVICES

The North Metro Fire Rescue Authority responds to all medical emergencies. Each engine company has advanced life support personnel and equipment on their fire apparatus. In order to assist the Fire Authority in providing quick and efficient medical response and service to the occupants of your complex, please refer to the following recommendations:

- Encourage the occupants of your apartment complex to learn CPR. For information about classes, please call the North Metro Fire Rescue Authority at 452-9910.
- Place 9-1-1 stickers, the address of your complex, the phone number, and any other appropriate emergency number on or near each public phone in each building.
- Make sure all your buildings are adequately lighted so that addresses can be visualized from the street.
- Make sure that fire personnel have access to any gates or doors leading to individual apartments.

FIRE PROTECTION SYSTEMS

In multi-family type occupancies, the procedure for notifying occupants that there is a problem and there is a need to evacuate the building is a difficult task. Too often, people do not pay any attention to those "pesky" and "noisy" alarms they hear. Consequently, they (sometimes) do not begin evacuation until it is too late.

Fire Alarms Systems:

Fire Alarm systems are designed to notify all residents, no matter where they are in the building, of a fire situation in time to safely evacuate the structure. All building managers should consider providing residents with information to assist them in planning how to safely evacuate, no matter where they are in the building. The best means of accomplishing this task is to utilize the following recommendation:

- Complete regular testing and maintenance of the alarm system using qualified personnel. This process should include, but not be limited to, testing all devices, cleaning all smoke detectors, checking battery levels, etc. Documentation will be required by the Fire Authority and may be required by your insurance company underwriters that reasonable efforts are being made to maintain the fire alarm system in good working order.

False alarms, besides being annoying, can cause residents to become "desensitized" to an alarm and possibly to disregard it when they shouldn't. Proper maintenance is one means of limiting false alarms. When pull stations are activated falsely on a routine basis, please contact the Fire Authority for assistance in controlling this problem.

Fire Sprinkler Systems:

Fire sprinkler systems are the most effective means of controlling fires, minimizing fire spread and damage caused by fire, and, the best means of protecting and saving lives. Sprinkler systems are designed to meet the specific needs of each individual building. Activated by heat, only the sprinkler heads near the fire will discharge water. Like fire alarm systems, sprinkler systems require routine testing and maintenance. The best means of accomplishing this is to utilize the following recommendations:

- Develop an annual testing and maintenance check of the sprinkler system with a qualified sprinkler contractor.
- If your sprinkler system is monitored, the Fire Authority will verify the monitoring company when they complete the annual Fire Safety Inspection.
- In order to avoid tampering of the system, the Fire Authority requires that all sprinkler control valves be chained and locked in the "open" position.

SMOKE DETECTORS

Be sure that a functional smoke detector is posted in the area outside of each sleeping area. Additionally, the Fire Prevention Division in cooperation with the National Fire Protection Association, is recommending that a smoke detector be placed in each sleeping area. All smoke detection devices should be tested monthly and the batteries change twice annually (when you change your clock, change the batteries in the smoke detectors).

It is also very important to regularly clean each smoke detection device. This should be done in accordance with the manufacturer's specifications or recommendations.

If you or your residents have any problems concerning smoke detection devices, please contact the Fire Prevention Division at 452-9910.

BUILDING EVACUATION PLANS

Each building should have evacuation routes from each area in the building (including individual apartments) posted in each apartment. These evacuation routes should include at least two ways out of each room. Managers having any questions concerning the evacuation planning should call the North Metro Fire Rescue Authority Fire Prevention Division or Training Division.

FIRE EXTINGUISHERS

Fire Extinguishers, when operated by a person knowledgeable in their proper use, can significantly reduce the amount of damage a fire will cause. Therefore, training in the use of a fire extinguisher is essential. Training information concerning the proper use of an extinguisher can be obtained by calling the Fire Prevention Division at 452-9910.

All fire extinguishers must be at least 5 lbs. in size, have a national testing laboratory label and be properly mounted in an area accessible to the people that must use it. Typically, the Fire Authority requires that an extinguisher be a Class ABC. In certain instances, the Fire Authority may require a specific type of extinguisher depending on the area it will be mounted in.

The Fire Authority recommends that a fire extinguisher be used ONLY if:

- The fire department is being called (9-1-1).
- The building is being evacuated. That means the fire alarm system (if present) has been activated.
- You know you have the proper type extinguisher and have been properly trained to use it.
- The fire is small and is contained to the area where it started.
- The fire can be fought with your back to an exit door or passageway.

Fire extinguishers shall be kept in good working order at all times. Annual servicing by qualified personnel and a monthly inspection record maintained by management personnel are required.

KITCHEN AND COOKING SITUATIONS

As indicated in the introduction, a majority of fires in apartments are caused by cooking. The following recommendations have been developed for use by apartment occupants with the intent in mind of reducing this cause of fire in apartments:

- Apartment occupants should be cautioned to keep all cooking surfaces, including stove, counter tops, vent hoods, net filters, and cabinets, free of grease. A small pan fire can result in a much larger fire when fueled by accumulated grease.
- When cooking, never leave the food unattended. Always keep the pan cover (larger than the pan) by the stove. If a fire should occur, place the cover over the pan to smother the fire and then turn off the heat. NEVER attempt to remove the pan from the stove. NEVER put water on a grease fire.
- Highly recommend that apartment occupants keep a fire extinguisher (minimum 2 lbs. ABC and laboratory approved) in or near the kitchen area. Indicate this extinguisher should be used ONLY if:
 - The fire department is being called
 - The building is being evacuated (and, if present, the fire alarm has been activated)
 - The proper type fire extinguisher is being used
 - The fire is small and is contained to the portion of the stove where it started
 - When the fire is being fought, the occupant is between the fire and an exit

If any one of these items is not happening, the occupant of the apartment should evacuate immediately and make sure that 9-1-1 has been called.

- For fires in the oven or a microwave, be sure the door is shut tightly and then turn off the power to the appliance.

- When cooking, make sure all pot handles are turned inward. This prevents accidentally knocking a hot pan off the stove. It also prevents young children from being able to reach them and pull them off the stove onto them.
- Make sure all electrical cords for appliances are out of the reach of young children.
- Keep items that will burn (paper products, pot holders, etc.) away from the range and oven.
- Avoid wearing loose fitting sleeves or other articles of clothing which may catch fire while cooking.

REMEMBER, if your clothes catch on fire, STOP, DROP, and ROLL until the flames are out!

SAFE STORAGE OF FIREARMS

Firearms are a danger to persons not familiar with their use. The Fire Authority strongly suggests the following for all apartment occupants:

- Store firearms safely and unloaded (locked away in approved locking gun box/cabinet with a locking trigger guard installed; bolts should be removed from rifles).
- Strong consideration should be given to having children (and adults) participate in a firearm safety class.
- Any child finding a gun or another person in possession of a gun should leave the gun alone, leave the area and immediately notify an adult (or if one is not present, call 9-1-1).

HEATING AND VENTILATION UNITS

Heating and ventilation units require regular maintenance. Apartment managers are encouraged to develop preventative maintenance programs for all mechanical equipment. Motors should be kept free and clear of grease and dust. Filters should be checked regularly and changed when dirty. Make sure fresh air return vents are kept clean and open to prevent carbon monoxide poisoning.

NO PARKING FIRE LANE AREAS

It is very important to ensure that emergency vehicles have proper access to all apartment buildings. Any area designated as a NO PARKING FIRE LANE area shall be properly maintained. This requires that all curbs be painted red and signs indicating NO PARKING FIRE LANE be properly posted. These requirements will enable local law enforcement agencies to enforce fire code violations by issuing citations for any illegally parked vehicle.

LPG/NATURAL GAS

It is strongly recommended that LPG cylinders not be used on balconies. LPG cylinders may not be stored inside any apartment building at any time. The rubber "O" rings and supply hose should be checked every time the cylinder is filled. LPG cylinders should be filled only by qualified attendants.

Natural gas meters that are in the vicinity of parking places, roadways or in a position to be damaged due to vehicle traffic should be protected by ballards (4 inch diameter steel pipe filled with concrete).

POOL SAFETY

Each year, a number of water related accidents occur in apartment pools. These accidents frequently involve young children, but can also involve adults as well. Water related incidents not only include drowning but near drowning, which can leave the victim severely brain damaged. Diving into swimming pools in areas not designed for such activity can also cause head as well as spinal cord injuries due to the person striking their head on the bottom or side of the pool. Permanent paralysis can sometimes be a result of these types of injuries. Alcohol consumption may precipitate water related accidents due to impaired judgement.

The Fire Authority would like to recommend that apartment managers with swimming pools develop rules to be followed when occupants are involved in water related activities. The following is a list of some suggestions concerning swimming pool operations:

- Adults, as well as children, should never swim alone. Children must always be directly supervised by a responsible adult.
- Life saving equipment such as a pole with a hook or a styrofoam ring, should be provided in all pool areas.
- Persons supervising others in a pool should know cardiopulmonary resuscitation (CPR).
- Interior perimeter pool fences should be installed. Fences should be at least 6 feet in height, with self-closing and self-latching gates, which should be checked frequently. Vertical bars should not be spaced more than four inches apart.
- Pool areas should be kept free of toys and other objects that might attract children.
- Keep tables and chairs away from the outside of the interior perimeter fence, so that children cannot climb over the fence by using the furniture as a climbing aid.
- Do not allow pets in the pool area when young children are present.

- Post pool rules conspicuously and enforce them consistently. Suggested rules might include:
 - Children must always be directly supervised by a responsible adult.
 - Rules addressing the consumption of alcohol beverages should be considered.
 - Roughhousing is not allowed.
 - Diving is allowed in designated areas only.
 - Gates must be closed and secured after entering or leaving the pool.
 - Glass containers are not allowed in the pool area.
- It is recommended that a telephone be near the pool or access be provided for use of a phone when the pool is open.

CHEMICAL, FLAMMABLE & COMBUSTIBLE LIQUIDS STORAGE

All chemicals (in particular pool chemicals) should be stored separately from each other in a well ventilated area.

Flammable and combustible liquids should be stored as follows:

- Gasoline shall be stored in approved containers only. Amounts of flammable liquids in excess of 10 gallons must be stored in an approved flammable liquid storage cabinet. All flammable liquids should be stored in well ventilated areas and away from open flame producing devices (such as gas hot water heaters, furnaces and other such ignition sources).
- Combustible liquids should be stored in well ventilated areas and not near open flame producing appliances or machinery.

LAUNDRY ROOMS

Laundry rooms are another area of concern when it comes to fire safety. Lint and combustible debris can accumulate behind washers and dryers and can ignite when heated. Apartment managers are encouraged to follow these suggestions:

- Clean dryer vents and lint screens often.
- Dryer vents should be continuous to the outside.
- Clean washer and dryer motors as needed to eliminate the accumulation of grease and dust/lint.
- Gas vents for water heaters and dryers should be maintained in good repair and should be continuous to the outside.

DUMPSTERS

Dumpsters should be located away from buildings. When located near a building they may not be stored under the overhang of eaves of the building (a minimum of 5 feet from the overhang/eave area).

ELECTRICAL SAFETY

There are a number of fires in apartments as a result of electrical causes. These types of fires include but are not limited to the following; the improper use of extension cords, damaged flexible cords, overloaded circuits, and defective appliances.

The following information may be used as a guide to mitigating fires that may have an electrical origin as a cause.

- All electrical installations and wiring throughout each building should be installed by a qualified electrician and in accordance with the National Electrical Code.
- Do not use extension cords as a replacement for permanent wiring. Extension cords are designed for temporary use only. They should be kept free from damage and the cord (wiring) size should be appropriate for the amperage of the appliance it is supplying. Be sure to use only UL listed cords.
- Flexible cords for all appliances (such as lamps, toasters, etc.) should be maintained in good condition and should be placed where they cannot be subjected to damage. Replace all damaged, frayed, dried, or cracked cords immediately.
- Overloaded circuits can be caused by plugging too many appliances into one circuit. By overloading a circuit, you have exceeded the capacity of the wiring and that may start a fire. Never plug more items into an outlet than there are receptacles for use.
- Heat producing appliances are especially prone to create a fire problem if misused or allowed to become defective. Unplug heat producing appliances such as toasters, blow dryers, curling irons, etc. when they are not in use. Place space heaters at least three feet from anything that will burn, or further if so stated in the manufacturer's recommendations. Never use an extension cord to supply a space heater. Space heaters should be unplugged when sleeping or leaving the premise.
- Never allow tenants to run extension cords from one apartment to another in order to supply power to that second apartment that may be without or have limited electricity.

BARBECUE GRILLS

A number of fires at apartment buildings have been attributed to charcoal barbecue grills. The Fire Authority strongly recommends that charcoal barbecue grills not be used on decks and/or balconies of apartment buildings. This prohibition can be accomplished in a number of ways:

- First, contact your insurance companies and ask them what their policy is on having charcoal barbecue grills on decks and/or balconies at your buildings.
- Develop a policy that is part of the lease agreement and/or the covenants of the complex that states charcoal (and even LPG) barbecues are not allowed to be used on decks and/or balconies.

If these suggestions are not possible, the following recommendations have been developed for your use when barbecues are in use at your buildings:

- Use only enough charcoal lighter to start the fire. Never use gasoline or other such flammable liquid to start a barbecue grill. Always keep flames low.
- Keep the grill lid closed when cooking.
- When cooking, the grill should be constantly attended.
- Have an approved fire extinguisher close by and know how to use it.
- Let coals cool thoroughly prior to disposal. When disposing of coals, place them only in a metal container with a tight fitting lid.
- Keep matches, cigarette lighters, and flammable and combustible liquids out of the sight and reach of children.

Do not use or store barbecue grills on any balcony that is used for the purposes of exiting the building!

WORKING WITH THE FIRE AUTHORITY

As a manager or landlord, you have the ability to significantly reduce safety hazards by being observant and by following up on concerns forwarded to you by tenants.

Occasionally, the Fire Authority receives complaints from apartment tenants. Each one of these complaints is evaluated and is followed up on. One of the first questions the Fire Authority asks is "have you notified your apartment manager or landlord about this problem?" If the answer is no, we strongly urge them to contact the manager to ensure they are aware of the problem. It is the Fire Authority's policy to notify management when a complaint has been received. If a problem exists, the Fire Authority will work with management to ensure it is corrected within a reasonable time frame.

If a tenant is maintaining an unsafe condition, the Fire Authority, when requested, will determine if it is possible to intervene and what might be done to mitigate the problem. Often, the problem is one that should be handled by another agency and the Fire Authority will assist in identifying that agency.

Any questions concerning fire related problems should be directed to the Fire Prevention Division of the Fire Authority at 452-9910.

COMMON FIRE SAFETY CODE VIOLATIONS

The following list of examples is not all inclusive but represents the most common fire safety hazards found in our jurisdiction.

1. **Stairs**
 - a. All exit doors and exit passages must be clear from any obstructions.
 - b. Storage under exit stairways is prohibited unless the area underneath the stairway is protected by fire resistive construction.

2. **Boiler, Furnace Room**
 - a. Gas furnaces and boilers must be vented and combustion air provided.
 - b. Gas furnaces and boilers must be separated from combustibles, aisles, exits, and passageways by a one-hour fire resistive construction when the appliance is 400,000 BTU's or larger in size.
 - c. Storage of combustibles is not permitted in boiler rooms, mechanical rooms and electrical equipment rooms.

3. **Gas Hot Water Heater**
 - a. A minimum clearance of 36" shall be maintained around all gas water heaters.

4. **Meters, Motors, Compressors, Electrical Panels**
 - a. Must be clear, readily accessible, and meters are to be protected from vehicular damage.
 - b. Electrical breakers or fuses must be labeled. Taped open breakers are prohibited. Breakers are not to be used as switches. Panel doors and covers are to be kept closed. 30" clearance is required from the floor to the panel top in front of all electrical panels.

5. **Open Holes in Ceilings, Walls, Partitions**
 - a. Holes must be patched where penetrations are made in fire resistive construction. Use special care around electrical conduit, pipes, telephone cables and flues.

6. **Remodeling**
 - a. Building permits are required for new or remodel construction. If you have questions pertaining to remodel work, contact the City Building Department or the Fire Prevention Division in order to eliminate expensive misunderstandings that may have to be corrected upon inspection at a later date.

7. **Fire Extinguishers**
 - a. All businesses are required to have a minimum of one 5 lb. ABC type fire extinguisher. This requirement may increase depending upon the size and type of occupancy.
 - b. All fire extinguishers must be inspected annually. Service tags must be current.
 - c. Extinguishers must be hung on an approved bracket and shall be readily accessible. The top of the extinguisher shall not be over 5 feet above the floor.
 - d. A minimum of a 40BC fire extinguisher shall also be installed adjacent to commercial-type cooking equipment that produces grease laden vapors.

8. **Cleaning Equipment, Rags, Packing Material**
 - a. Cleaning rags or cloths soiled with flammable or combustible liquids shall be kept in a metal container with a tight fitting or spring loaded lid.
 - b. No flammable liquid with a flash point below 110 degrees may be used within a building (for cleaning purposes).

9. **Extension Cords, Multiple Electrical Adapters**
 - a. Extension cords cannot run through walls, ceilings, door jams, window casings or under carpets. They cannot go through suspended ceiling grids or be attached to window casings or steel posts with tape, string, etc.
 - b. Extension cords must not be used in lieu of permanent wiring. If additional circuits or outlets are needed, they must be installed as permanent fixtures.
 - c. Cube adapters (octopuses) are not allowed.
 - d. "Zip Cords" or light extension cords cannot be used on large amp draw appliances.
 - e. Power taps (multi plug adapters or breaker bars) shall be plugged directly into permanently installed receptacles.

10. **Flammable Liquids, Paints, Thinners**
 - a. Approved metal storage cabinets must be used to store flammable liquids in excess of ten (10) gallons total.
 - b. Dispensing of flammable liquids from gravity flow storage tanks is not permitted.
 - c. Flammable liquids cannot be stored near heating appliances, exit passages, exit doors or stairways.

11. **Trash**
 - a. Storage of trash is not permitted and must be removed from buildings at least every day.
 - b. Dumpsters are not to be stored in buildings or placed within five feet of combustible roof eaves, roofs, walls or openings.

12. **Commercial Cooking Hood Systems**
 - a. Must be serviced, tagged and dated every six months.
 - b. Hoods, ducts, flues, filters and cooking surfaces must be kept clean and free from grease accumulations.
 - c. Semi annual certification shall be provided to the Fire Department.

13. **Fire Department Connections, Standpipes, Sprinkler Systems**
 - a. Sprinkler system shut-off valves must be locked in the OPEN position.
 - b. Any time sprinkler systems must be shut down for service, repair, etc., the Fire Department must be notified.
 - c. Fire Department connections shall be kept free from obstructions. Bushes, shrubs, fences, vehicles and trash collectors must be a minimum of 5 feet away.
 - d. All fittings and caps must be kept in place and in good operating condition.
 - e. All fire sprinkler systems are to be tested annually.
 - f. Fire alarm systems should be certified annually by personnel qualified and experienced in the inspection, testing and maintenance of fire alarm systems.

APPENDIX

The following are resource tools that you may wish to use as you pursue your property management goals. Please note that we have not attempted to verify the nature, scope, or quality of every resource listed. Also, in developing this list we have made no effort to assure that it is inclusive. Future versions of this manual may include an expanded resource list.

RENTAL HOUSING/PROPERTY MANAGEMENT ASSOCIATIONS

There is an association in the Mesa area that provides various services to landlords—they have forms, provide continuing education, lobby the legislature, and provide various other services. The level of service and ability to advise varies.

- **Apartment Association of Metro Denver**
650 S. Cherry Street, #635
Denver, Colorado 80222
(303) 329-3300

"LET YOUR FINGERS DO THE WALKING"

Your local yellow pages are an excellent source of information. The following headings may prove helpful:

- **Credit Reporting Agencies.** Some specialize in tenant verification, some concentrate on the credit reporting needs of other types of businesses.
- **Property Management.** In addition to tenant screening firms, this category includes everything from commercial real estate management firms to residential management companies.
- **Real Estate Rental Services.** Some of these will be services to renters, rather than landlords.

APARTMENT WATCH

For guidance in setting up an apartment watch in your complex, contact the crime prevention specialist in your area:

Northglenn Police Department 450-8867

Adams County Sheriff's Office 654-1850

AGENCIES TO CALL FOR ADVICE AND ASSISTANCE

EMERGENCY: USE 911 WHENEVER APPROPRIATE

Local Police Department 450-8892

Local Fire Department 452-9910

Poison Center:

In Northglenn 9-1-1

Outside Northglenn 9-1-1

National 1-800-362-0101

OTHER ASSISTANCE OR ADVICE:

Animal Control	450-8886
Building Inspector, City of Northglenn	450-8745
Crisis Hotlines -	
Suicide Hotline	757-0988
Victim Advocate	450-8759
Rape Crisis Hotline	322-7273
Hispanic Speaking Rape Crisis Hotline	322-0031
Environmental Quality, Colorado Department of	692-3099
Fire Inspector, City of Northglenn	452-9910
Fire Marshall, State Office of Colorado	239-4463
Hazardous Materials -	
City of Northglenn	452-9910
Federal Hotline	1-800-535-0202
Health Services, Adams County	452-9547
Housing Assistance Programs (Section 8)	844-4751
Narcotics Division, Northglenn Police Department	428-2535
Public Safety, Colorado Department of	239-4400
Tax Assessor, Adams County	654-6038
Public Service	623-1234
U.S. Drug Enforcement Administration	784-6300
Utilities Division, State Corporation Commission	894-2000

NOTES

ADDENDUM

FORMS TO PICK UP

The following list shows the kind of forms you should be using to manage your property. We recommend that you don't leave this up to chance, but instead purchase forms developed by those who have been involved in landlord/tenant law development, and have them reviewed by an attorney.

The following is a list of forms you may wish to keep on hand. Those that you do not buy in advance you can purchase as needed.

- Notice to Vacate
- Three Day Demand for Compliance or Possession (breach of lease "for cause")
- Notice to Vacate (Felony Rule)
- Three Day Demand for Compliance or Possession (non-payment of rent)
- Notice to Quit (3 day notice to terminate rental agreement due to second noncompliance)
- Notice of rent increase
- Notice of intent to vacate
- Notice of rental agreement expiration
- Rental Application
- Applicant screening/verification checklist
- Rental agreement
- Deposit receipt
- Move-in/move-out inspection
- Pet residency agreement
- Acceptance of partial payment and non-waiver agreement
- Maintenance & repair request
- Community policies
- Joint occupancy

DEMAND FOR COMPLIANCE OR POSSESSION

COUNTY OF _____, STATE OF COLORADO

TO: _____
and all other occupants

Address: _____, Apt. # _____
_____ Colorado _____

You are hereby notified that you have violated the condition or covenant of the agreement by which you hold possession of the property described above, as follows:

- _____ Failure to pay rent for the period _____ to _____
in the amount of.....\$ _____
- Late fees in the amount of.....\$ _____
- Utilities in the amount of.....\$ _____
- Attorneys' fees.....\$ _____
- Other charges due.....\$ _____
- TOTAL AMOUNT DUE.....\$ _____

* Failure to cure said violations within the prescribed time period shall result in additional late fees and attorneys' fees being assessed.

The monthly rent is \$ _____

_____ Other violations of your lease are as follows:

- _____ Payment must be made with certified funds.
- _____ No partial payments shall be accepted.

The undersigned owner or agent for the owner hereby demands that you cure said violations of your lease within three days of the service of this notice or deliver possession of the premises to the undersigned. NOTE: THIS IS NOT AN ELECTION TO TERMINATE YOUR OBLIGATION TO PAY RENT FOR THE BALANCE OF YOUR LEASE TERM.

.....

 Owner/Agent

 Complex

TERMINATION NOTICE
PURSUANT TO FEDERAL SUBSIDIZED HOUSING
REGULATIONS AND LAWS

COUNTY OF _____, STATE OF COLORADO

TO: _____ and
all other occupants

Address: _____, Apt. # _____
_____, Colorado _____

Your tenancy will terminate for the following violations:

_____ Failure to pay rent for the period _____ to _____
in the amount of.....\$ _____
Late fees in the amount of.....\$ _____
Other charges due.....\$ _____
TOTAL AMOUNT DUE.....\$ _____

_____ Other violations of your lease are as follows:

You have Ten (10) days in which to discuss the proposed termination of your tenancy with the Landlord.

If a judicial proceeding for eviction is instituted, you have the right to present any defense(s) which you may have.

YOUR TENANCY WILL TERMINATE ON THE _____ DAY OF _____, 199____.

The undersigned owner or agent for the owner hereby demands that you cure said violations of your lease within ten (10) days of the service of this notice.

.....

Owner/Agent

=====

CERTIFICATE OF SERVICE

I certify that I served the foregoing notice by placing in the United State mail, postage prepaid, first-class to the above address and by:

_____ handing a copy personally to _____ (must be a resident or member of the family over 15 years old)
_____ posting it in a conspicuous place on the premises described above, or under, or through the door of the same.

Dated this _____ day of _____, 19____.

.....

NOTICE TO VACATE

COUNTY OF _____, STATE OF COLORADO

TO: _____ and all other occupants, pursuant to Section 13-40-107, C.R.S. 1973, you are hereby notified by the undersigned owner/agent for the owner, that your tenancy of the premises known as _____, of the _____ County of _____, State of Colorado, is hereby terminated as of _____ o'clock ____m. on the ____ day of _____, 19____, and you are accordingly to quit said premises and surrender possession thereof on said date.

Dated this ____ day of _____, 19____.

.....
..... Owner/Agent
.....

.....
..... Complex

=====

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing notice this _____ day of _____, 19____, at _____ a.m./p.m. at the foregoing address by:

____ handing a copy personally to _____.
____ posting it in a conspicuous place on the premises described above.

Date this ____ day of _____, 19____.

.....

POST JUDGEMENT AGREEMENT FOR RECEIPT OF PAYMENT

Date_____

Landlord acknowledges receipt of \$_____ from Tenant.
Landlord and Tenant agree that this amount paid by Tenant shall be applied against the
judgement in Case No._____ and does not reinstate the rental
agreement. Tenant agrees that Landlord's acceptance of any amount owed pursuant to
the above referenced judgement shall not prejudice Landlord's right to have a Writ of
Restitution issued thereon.

Landlord

Tenant

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner/Agent for Owner and Resident agree as follows:

1. Resident, any members of the Resident's household, a guest or other person affiliated in any way with the Resident shall not engage in any criminal activity (as defined in Title 18, C.R.S.), including drug-related criminal activity, on or near the dwelling unit, the surrounding area or the area of the complex (hereinafter collectively referred to as the "premises"). "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Article 18 of Title 18, C.R.S.).

2. Resident, any member of the Resident's household, a guest, or other person affiliated in any way with the Resident shall not engage in any act which facilitates criminal activity, including drug-related criminal activity, on or near said premises.

3. Resident or members of the household will not permit the premises to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household.

4. Resident, any member of the Resident's household, a guest, or another person affiliated in any way with the Resident shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance (as defined in Article 18 of Title 18, C.R.S.) at any location, whether on or near the premises or otherwise.

5. Resident, any member of the Resident's household, a guest or another person affiliated in any way with the Resident shall not engage in any illegal activity, including prostitution (as defined in Article 7 of Title 18, C.R.S.), criminal street gang activity (as set forth in Title 16 or 18, C.R.S.), threats or intimidation (as prohibited in Title 18, C.R.S.), assault (as prohibited in Article 3 of Title 18, C.R.S.), including, but not limited to, the unlawful possession or discharge of firearms or illegal weapons (as prohibited in Article 12 of Title 18, C.R.S.) on or near the premises, or any other violation of the Criminal Statutes of the State of Colorado or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, their agent, other tenant, or guest or that which involves imminent or actual serious property damage.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE CONSIDERED A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND SUFFICIENT CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation, as outlined above, shall be considered sufficient cause for immediate termination of the lease and notice of such termination shall be given in accordance with Article 40-107.5 of Title 13, C.R.S. Unless otherwise provided by law, proof of violation/breach of this agreement resulting in a termination shall not require criminal conviction, but shall require only a showing by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern. Should any provision of this Lease Addendum be declared invalid by any Court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect regardless of such declaration.

8. This LEASE ADDENDUM is incorporated into the lease, executed or renewed on the date as set forth below.

Resident Signature

Date: _____

Resident Signature

Date: _____

Resident Signature

Date: _____

Property Manager's Signature

Date: _____

Property

NON-WAIVER AGREEMENT

Landlord and Tenant acknowledge that Tenant is in default in the terms of the rental agreement and/or the rules and regulations adopted by the Landlord, as follows:

_____ Non payment of rent (monetary default)

_____ Breach
of
rental
agreement
and/or
rules
and
regulations
(non-monetary
default)

_____ Other (describe)

Landlord and Tenant agree that Landlords acceptance of partial payment of rent for Tenant shall not constitute a waiver of the Landlord's right to terminate the rental or lease agreement for the above described breach outlined in Notice served upon tenant/Defendant on_____, 199__ and that no additional notices of the Tenants breach shall be required by the Landlord prior to commencing of continuing an eviction proceeding.

Date: _____

Landlord

Tenant

NOTICE TO VACATE

(Employee Termination)

TO: _____

DATE: _____

FROM: _____

As you are aware, your employment with _____
_____ has been terminated. Your occupancy of apartment number _____
_____ was conditional upon your employment with this complex. Because you are no longer employed with us, you will be required to vacate the premises by _____. If you will voluntarily vacate the premises as requested by the date specified we will not hold you responsible for the reasonable rental value of the premises from the time of termination of your employment until the vacate date.

Should you fail to vacate the premises as requested, an action will be filed against you to require you to vacate the premises. In that action, we will seek to recover the reasonable rental value of the premises which you occupy, from the date of the employment termination to the court date. Costs and attorney's fees will also be sought from you.

Please let us know your intentions.

Title: _____

COPY of the foregoing was
hand delivered/mailed certified mail
this _____ day of _____, 19____,
to :

By _____
Title: _____

3 DAY NOTICE TO VACATE

COUNTY OF _____, STATE OF COLORADO

TO: _____ and all other occupants, pursuant to Colorado Revised Statutes, Section 13-40-107.5, you are hereby notified by the undersigned owner/agent for the owner, that your tenancy of the premises known as _____ of the City of _____, County of _____, State of Colorado, is hereby terminated for the following reasons:

You are accordingly to quit said premises and surrender possession thereof on or before _____ o'clock ____ .m. on the _____ day of _____, 19____.

Dated this _____ day of _____, 19____.

..... Owner/Agent

..... Complex
=====

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing notice this _____ day of _____, 19____, at _____ a.m./p.m. at the foregoing address by:

_____ handing a copy personally to _____
_____ posting it in a conspicuous place on the premises described above.

Date this _____ day of _____, 19____.

.....

3 DAY NOTICE TO QUIT

COUNTY OF _____, STATE OF COLORADO

TO: _____ and all other occupants, pursuant to Colorado Revised Statutes, Section 13-40-104(1)(E.5)(I&II), you are hereby notified by the undersigned owner/agent for the owner, that your tenancy of the premises known as _____ of the City of _____, County of _____, State of Colorado, is hereby terminated for the following reasons:

On _____, you were served with a Three Day Notice of Compliance or Possession for violations of your lease, specifically Paragraphs Nos. _____ (see attached). Subsequent to said Notice, you again violated said covenants of your Lease (on _____) and are therefore holding over without permission.

You are accordingly to quit said premises and surrender possession thereof on or before _____ o'clock ____m. on the _____ day of _____, 19____.

Dated this _____ day of _____, 19____.

.....
..... Owner/Agent
.....
.....
..... Complex
=====

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing notice this _____ day of _____, 19____, at _____ a.m./p.m. at the foregoing address by:

_____ handing a copy personally to _____
_____ posting it in a conspicuous place on the premises described above.

Date this _____ day of _____, 19____.

.....

PUBLIC REQUEST FOR ARREST INFORMATION

PLEASE TYPE OR PRINT CLEARLY.

LAST NAME, FIRST, MIDDLE to be checked SEX - M F DATE OF BIRTH SOCIAL SECURITY #

YOUR FULL NAME OR AGENCY, MAILING ADDRESS AND PHONE NUMBER

THE RECORDS REQUESTED SHALL NOT BE USED FOR THE DIRECT SOLICITATION OF BUSINESS FOR PECUNIARY GAIN. (REQUESTOR SIGN BY THE X PER STATE LAW):

X

NAME SEARCH FEE THROUGH JUNE 30, 1996 IS \$5.00

NO PERSONAL CHECKS. WINDOW SERVICE 8 A.M. TO 4:00 P.M., MONDAY thru FRIDAY.

CBI ARREST FILE COMPLETENESS. Not all arrests are documented in CBI files. The CBI stores only records of arrest which occurred in Colorado and for which readable fingerprints were taken and sent to the CBI. While arrest fingerprint submission to the CBI is required by law, that does not insure either submission or submission of quality sufficient for use. A varying number of prints are returned to contributors due to poor print quality that prevents a thorough search of the file.

There is a normal a delay of one to two weeks between the time of arrest and the time the CBI receives the card documenting that arrest. A person screened may have been arrested during the prior week and the CBI may have the card but has yet to add it to the file. In such cases, if the arrest card in process is the person's only known Colorado arrest, the reply would indicate "No Record Found."

Sealing is permitted only when the arrestee has petitioned the court for sealing, and he/she has either been acquitted of all charges relating to an arrest, or no charges were filed after the arrest, or all charges were dismissed. Fewer than one per cent of our records have been sealed by court order, and are unavailable.

RECORD RETENTION & PURGE. A person's record is purged when he reaches 80 years of age, and has been free of arrest or criminal justice supervision (incarceration, parole, probation) for ten years.

RESPONSE. We try to mail our response to your arrest record request within three business days from the time we receive your request.

NOTES

Colorado Landlord and Tenant Act

Article 40

Forcible Entry and Detainer



FORCIBLE ENTRY AND DETAINER

ARTICLE 40

Forcible Entry and Detainer - General Provisions

13-40-101. Forcible Entry and Detainer Defined.

(1) If any person enters upon or into any lands, tenements, mining claims, or other possessions with force or string hand or multitude of people, whether any person is actually upon or in the same at the time of such entry, or if any person by threats of violence or injury to the party in possession or by such words or actions as have a natural tendency to excite fear or apprehension of danger gains possession of any lands, tenements, mining claims, or other possessions and detains and holds the same, such person so offending is guilty of a forcible entry and detainer within the meaning of this article.

(2) If any person enters peaceably upon any lands, tenements, mining claims, or other possession, whether any person is actually in or upon the same at the time of such entry and by force turns the party in possession out or, by threats or by words or actions which have a natural tendency to excite fear or apprehension of danger, frightens the party out of possession and detains and hold the same, such person so offending is guilty of a forcible detainer within the meaning of this article.

(3) If any person enters upon or into any lands, tenements, mining claims, or other possessions by force or by threats of violence, or words or actions which have a natural tendency to excite fear or apprehension of danger, and intimidates the party entitled to possession from returning upon or possessing same, such person so offending is guilty of a forcible entry within the meaning of this article.

13-40-102. Forcible Entry Prohibited.

No person shall enter into or upon any real property, except in cases where entry is allowed by law, and in such cases not with strong hand or with a multitude of people, but only in a peaceable manner.

13-40-103. Forcible Detention Prohibited.

No person, having peaceably entered into or upon any real property without right to the possession thereof, shall forcibly hold or detain the same as against the person who has a lawful right to such possession.

13-40-104. Unlawful Detention Defined - Exception.

(1) Any person is guilty of an unlawful detention of real property in the following cases:

(a) When entry is made, without right or title, into any vacant or unoccupied lands or tenements;

(b) When entry is made, wrongfully, into any public lands, tenements, mining claims, or other possessions, which are claimed or held by a person who may have located, entered, or settled upon the same in conformity with the laws, rules, and regulations, of the United States, or of this state, in relation thereto;

(c) When any lessee or tenant at will, or by sufferance, or for any part of a year, or for one or more years, of any real property, including a specific or undivided portion of a building or dwelling, holds over and continues in possession of the demised premises, or any portion thereof, after the expiration of the term for which the same were leased, or after such tenancy, at will or sufferance, has been terminated by either party, except as provided in subsection (2) of this section;

(d) When such tenant or lessee holds over without permission of his landlord after any default in the payment of rent pursuant to the agreement under which he holds, and three days' notice in writing has been duly served upon the tenant or lessee holding over, requiring in the alternative the payment of the rent or the possession of the premises. No such agreement shall contain a waiver by the tenant of the three days' notice requirement of this paragraph (d). It shall not be necessary, in order to work a forfeiture of such agreement, for nonpayment of rent, to make a demand for such rent on the day on which the same becomes due; but a failure to pay such rent upon demand, when made, works a forfeiture.

(d.5) When such tenant or lessee holds over, without the permission of the landlord, contrary to any condition or covenant the violation of which is defined as a substantial violation in Section 13-40-107.5, and notice in writing has been duly served upon such tenant or lessee in accordance with Section 13-40-107.5;

(e) When such tenant or lessee holds over, without such permission, contrary to any other condition or covenant of the agreement under which he holds, and three days' notice in writing has been duly served upon such tenant or lessee requiring in the alternative the compliance with such condition or covenant or the delivery of the possession of the premises so held.

(e.5)(I) When a tenant or lessee has previously been served with the notice described in paragraph (e) of this subsection (1) requiring compliance with a condition or covenant of the agreement, and subsequent to that notice holds over, without permission of the tenant or lessee's landlord, contrary to the same condition or covenant.

(II) A tenancy may be terminated at any time pursuant to this paragraph (e.5) on the basis of a subsequent violation. The termination shall be effective three days after service of written notice to quit.

(f) When the property has been duly sold under any power of sale, contained in any mortgage or trust deed which executed by such person, or any person under whom he claims by title subsequent to date of the recording or such mortgage or trust deed, and the title under such sale has been duly demanded the possession thereof, except as provided in subsection (2) of this section;

(g) When the property has been duly sold under the judgment or decree of any court of competent jurisdiction and the party or privies to such judgment or decree, after the expiration of the time of redemption when redemption is allowed by law, refuses or neglects to surrender possession thereof after demand therefor has been duly made by the purchaser at such sale, or his assigns, except as provided in subsection (2) of this section;

(h) When an heir or devisee continues in possession of any premises sold and conveyed by any personal representative with authority to sell, after demand therefor is duly made;

(i) When a vendee having obtained possession under an agreement to purchase lands or tenement, and having failed to comply with his agreement, withholds possession thereof from his vendor, or assigns, after demand therefor is duly made.

(2) (a) If a person is a qualified farm owner-tenant, as defined in section 13-40-124, said person may retain possession of the property upon satisfaction of the following conditions:

(I)(A) Said person agrees in writing to lease the property from the owner for the remainder of the then current crop year, as defined in sub-subparagraph (B) of this subparagraph (I), on fair and reasonable terms. For this purpose, rents shall be crop rents in kind or cash rents equivalent to the fair market rents then generally prevailing in the area for the crops customarily grown on the property and such other fair market rents for such other commercial uses as the person shall undertake on the property, but in no event shall such rents exceed such other crop rents in kind or cash rents as the owner has offered for similar uses and similar farm property owned by the owner in the area for the then current crop year. The other

terms of the lease shall be those generally prevailing in the area but not more favorable than those offered for the current crop year for similar crops and similar farm property owned by the owner in the area. Notwithstanding the other provisions of this section, if the owner has received a bona fide offer from an independent third party which the owner is willing to accept, the terms thereof shall be controlling in determining the rent and other terms and conditions of the lease; except that, if the third-party offer provides for cash rental payments that said person cannot reasonably be expected to make, payment may be made by said person from the proceeds of crops or livestock growing or raised or to be grown or raised by said person with appropriate increase for the time value of any delayed rent payment if the court finds the lease reasonably feasible, fair, and equitable and said person can reasonably be expected to perform said lease. Said person shall not be denied a lease to said property solely for the reason that said person's financial conditions less favorable than that of a third-party offeror.

(B) For purposes of this article, "crop year" means the calendar year in which the person's right of redemption expires and, as applicable, each calendar year thereafter. However, a qualified farm owner-tenant shall have the right in accordance with section 13-40-105 to enter the property after the expiration of a qualified farm owner-tenant lease for the purpose of cultivating or removing crops, if any, planted or sown by him prior to the termination of the lease.

(II) Said person provides to the court and the owner claiming the right to evict said person a statement of the crops to be raised and the commercial uses to be undertaken on the property; and

(III) Said person agrees in writing to provide a written statement of income and expenses not less than quarterly nor more than monthly to the owner and the court having jurisdiction over the parties.

(b) This subsection (2) is repealed, effective January 31, 1989.

(3) (a) Any lease with a qualified farm owner-tenant which was entered into prior to January 31, 1989, and has a term which ends after such date shall remain in effect in accordance with the terms thereof; except that in no event shall any qualified farm owner-tenant be entitled under subsection (2) of this section or section 13-40-105 to retain possession of property or to enter property to cultivate or remove crops after December 31, 1989.

(b) This subsection (3) is repealed, effective July 1, 1991.

13-40-105. Crops of Possessor.

In all cases arising under section 13-40-104 (1)(c) to (1) (i), the person in possession is entitled to cultivate and gather the crops, if any, planted or sown by him previous to the service of the demand to deliver up possession, and then grown or growing on the premises, and shall have the right to enter such premises for the purpose of cultivating or removing such crops, first paying or tendering to the party entitled to the possession of said premises a reasonable compensation for the use of the land before removing such crops.

13-40-106. Written Demand.

The demand required by section 13-40-104 shall be made in writing, specifying the grounds of the demandant's right to the possession of such premises, describing the same, and the time when the same shall be delivered up, and shall be signed by the person claiming such possession, his agent, or his attorney.

13-40-107. Notice to Quit.

(1) A tenancy may be terminated by notice in writing, served not less than the respective period fixed before the end of the applicable tenancy, as follows:

- (a) a tenancy for one year or longer, three months;
- (b) a tenancy for six months or longer but less than a year, one month;
- (c) a tenancy of one month or longer but less than six months, ten days;
- (d) a tenancy of one week or longer but less than one month, or a tenancy at will, three days;
- (e) a tenancy for less than one week, one day.

(2) Such notice shall describe the property and the particular time when the tenancy will terminate and shall be signed by the landlord or tenant, the party giving such notice or his agent or attorney.

(3) Any person in possession of real property with the assent of the owner is presumed to be a tenant at will until the contrary is shown.

(4) No notice to quit shall be necessary from or to a tenant whose term is, by agreement, to end at a time certain.

(5) Except as otherwise provided in section 38-33-112, C.R.S. the provisions of subsections (1) and (4) of this section shall not apply to the termination of a residential tenancy during the ninety-day period provided for in said section.

13-40-107.5. Termination of Tenancy for Substantial Violation - Definition - Legislative Declaration.

(1) The General Assembly finds and declares that:

(a) Violent and antisocial criminal acts are increasingly committed by persons who base their operations in rented homes, apartments, and commercial properties;

(b) Such persons often lease such property from owners who are unaware of the dangerous nature of such persons until after the persons have taken possession of the property;

(c) Under traditional landlord and tenant law, such persons may have established the technical, legal right to occupy the premises for a fixed term which continues long after they have demonstrated themselves unfit to coexist with their neighbors and co-tenants; furthermore, such persons often resist eviction as long as possible;

(d) In certain cases it is necessary to curtail the technical, legal right of occupancy of such persons in order to protect the equal or greater rights of neighbors and co-tenants, the interests of property owners, the values of trust and community within neighborhoods, and the health, safety, and welfare of all the people of this state.

(2) It is declared to be an implied term of every lease of real property in this state that the tenant shall not commit a substantial violation while in possession of the premises.

(3) As used in this section, "substantial violation" means:

(a) Any act or series of acts by the tenant or any guest or invitee of the tenant which, when considered together:

(i) Occurs on or near the premises and endangers the person or willfully and substantially endangers the property of the landlord, any co-tenant, or any person living on or near the premises; or

(II) Occurs on or near the premises and constitutes a violent or drug-related felony prohibited under Article 3, 4, 6, 7, 9, 10, 12, or 18 of Title 18, C.R.S.

(4) (a) A tenancy may be terminated at any time on the basis of a substantial violation. The termination shall be effective three days after service of written notice to quit.

(b) The notice to quit shall describe the property, the particular time when the tenancy will terminate, and the grounds for termination. The notice shall be signed by the landlord or by the landlord's agent or attorney.

(5) (a) In any action for possession under this section, the landlord has the burden of proving the occurrence of a substantial violation by a preponderance of the evidence.

(b) In any action for possession under this section, it shall be a defense that:

(I) The tenant is a victim of domestic violence that has been documented by the filing of a police report or the issuance of restraining order and the domestic violence is the basis for the termination notice; or

(II) The tenant did not know of, and could not reasonably have known of or prevented, the commission of a substantial violation by a guest or invitee but immediately notified a law enforcement officer of his knowledge of the substantial violation.

13-40-108. Service of Notice to Quit.

A notice to quit or demand for possession of real property may be served by delivering a copy thereof to the tenant or other person occupying such premises, or by leaving such copy with some person, a member of the tenant's family above the age of fifteen years, residing on or in charge of the premises, or in case no one is on the premises at the time service is attempted, by posting such copy in some conspicuous place on the premises.

13-40-109. Jurisdiction of Courts.

The district courts in their respective districts and county courts in their respective counties have jurisdiction of all cases of forcible entry, forcible detainer, or unlawful detainer arising under this article, and the person entitled to the possession of any premises may recover possession thereof by action brought in any of said courts in the manner provided in this article. In all actions brought before county courts under Section 13-40-104(1)(f) to (1)(i), where the allegations of the complaint are put in issue by a verified answer and in actions in which the verified answer alleges a monthly rental value of the property in excess of five thousand dollars, the county court, upon the filing of said answer, shall suspend all proceedings therein and certify said cause and transmit the papers therein to the district court of the same county. Causes so certified by the county court shall be proceeded with in the courts to which they have been so certified in all respects as if originally begun in the court to which they have been certified. The jurisdiction of the county court to enter judgment for rent, or damages, or both and to render judgment on a counterclaim in forcible entry and detainer shall be limited to a total of five thousand dollars in favor of either party, exclusive of costs and attorney fees.

13-40-110. Action - How Commenced.

(1) An action under this article is commenced by filing with the court a complaint in writing describing the property with reasonable certainty, the grounds for the recovery thereof, the name of the person in possession or occupancy, and a prayer for recovery of possession. The complaint may also set forth the amount of rent due, the rate at which it is accruing, the amount of damages due, and the rate at which they are accruing and may include a prayer for rent due or to become due, present and future damages, costs, and any other relief to which plaintiff is entitled.

(2) In an action for termination of a tenancy in a mobile home park, the complaint, in addition to the requirements of subsection (1) of this section, shall specify the particular reasons for termination as such reasons are stated in Section 38-12-203, C.R.S. Such complaint shall specify the approximate time, place, and manner in which the tenant allegedly committed the acts giving rise to the complaint.

13-40-111. Issuance and Return of Summons.

Upon filing the complaint as provided in Section 13-40-110, the clerk of the court or the attorney for the plaintiff shall issue a summons. The summons shall command the defendant to appear before the court at a place named in such summons and at a time and on a day which shall be not less than five days nor more than ten days from the day of issuing the same to answer the complaint of plaintiff. The summons shall also contain a statement addressed to the defendant stating: "If you fail to file with the court, at or before the time for appearance specified in the summons, an answer to the complaint setting forth the grounds upon which you base your claim for possession and denying or admitting all of the material allegations of the complaint, judgment by default may be taken against you for the possession of the property described in the complaint, for the rent, if any, due or to become due, for present and future damages and costs, and for any other relief to which the plaintiff is entitled.

13-40-112. Service.

(1) Such summons may be served by personal service as in any civil action. A copy of the complaint must be served with the summons.

(2) If personal service cannot be had upon the defendant by a person qualified under the Colorado rules of civil procedure to serve process, after having made diligent effort to make such personal service, such person may make service by posting a copy of the summons and the complaint in some conspicuous place upon the premises. In addition thereto, the plaintiff shall mail, no later than the next day following the day on which he files the complaint, a copy of the summons, or, in the event that an alias summons complaint, a copy of the summons, and a copy of the complaint to the defendant at the premises by postage prepaid, first-class mail.

(3) Personal service or service by posting shall be made at least five days before the day for appearance specified in such summons, and the time and manner of such service shall be endorsed upon such summons by the person making service thereof.

13-40-113. Answer of Defendant - Additional and Amended Pleadings.

(1) The defendant shall file with the court, at or before the time specified for his appearance in the summons, an answer in writing setting forth the grounds on which he bases his claim for possession and admitting or denying all of the material allegations of the complaint and presenting every defense which then exists and upon which he intends to rely, either by including the same in his answer or by filing simultaneously therewith motions setting forth every such defense.

(2) The court for good cause may permit the filing of additional and amended pleadings where such will not result in delay prejudicial to the defendant.

13-40-114. Delay in Trial - Undertaking.

If either party requests a delay in trial longer than five days, the court in its discretion may, upon good cause shown, require either of the parties to give bond or other security approved and fixed by the court in an amount for the payment to the opposite party of such sum as he may be damaged due to the delay.

13-40-115. Judgment - Writ of Restitution.

(1) Upon the trial of any action under this article if service was had only by posting in accordance with Section 13-40-112(2) and if the court finds that the defendant has committed an unlawful detainer, the court shall enter judgment for the plaintiff to have restitution of the premises and shall issue a writ of restitution. The court may also continue the case for further hearing from time to time and may issue alias and pluries summonses until personal service upon the defendant is had.

(2) Upon such trial or further hearing under this article after personal service is had upon the defendant in accordance with Section 13-40-112(1), if the court or jury had not already tried the issue of unlawful detainer, it may do so, and, if it finds that the defendant has committed an unlawful detainer, the court shall enter judgment for the plaintiff to have restitution of the premises and shall issue a writ of restitution. In addition to such judgment for restitution, the court or jury shall further find the amount of rent, if any, due to the plaintiff from the defendant at the time of trial, the amount of damages, if any, sustained by the plaintiff to the time of trial on account of the unlawful detention of the property by the defendant, and damages sustained by the plaintiff to the time of trial on account of injuries to the property, and judgment shall enter for such amounts, together with reasonable attorney's fees and costs, upon which judgment execution shall issue as in other civil actions. Nothing in this section shall be construed to permit the entry of judgment in excess of the jurisdictional limit of the court.

13-40-116. Dismissal.

If the plaintiff's action brought for any of the causes mentioned in this article, upon the trial thereon, is dismissed or the action fails to prove the plaintiff's right to the possession of the premises described in the complaint, the defendant shall have judgment and execution for his costs.

13-40-117. Appeals.

(1) If either party feels aggrieved by the judgment rendered in such action before the county court, he may appeal to the district court, as in other cases tried before the county court, with the additional requirements provided in this article.

(2) Upon the court's taking such appeal, all further proceedings in the case shall be stayed, and the appellate court shall thereafter issue all needful writs and process to carry out any judgment which may be rendered thereon in the appellate court.

(3) If the appellate believes that he may suffer serious economic harm during the pendency of the appeal, he may petition the court taking the appeal to order that an additional undertaking be required of the appellant to cover the anticipated harm. The court shall order such undertaking only after a hearing and upon a finding that the appellee has shown a substantial likelihood of suffering such economic harm during the pendency of the appeal and that he will not adequately be protected under the appeals bond and the other requirements for appeal pursuant to Sections 13-40-118, 13-40-120, and 13-40-123.

13-40-118. Deposit of Rent.

In all appeals from the judgment of a county court, in an action founded upon Section 13-40-104(1)(d), the defendant, at the time of the filing thereof, shall deposit with the court the amount of rent found due and specified in such judgment. Unless such deposit is made, the appeal is not perfected, and proceedings upon such judgment shall thereupon be had accordingly. The appeal is perfected, the court shall transmit such deposit to the clerk of the appellate court, with the papers in such case; and the appellant thereafter, at the time when the rents become due as specified in the judgment appealed from and as often as the same become due, shall deposit the amount thereof with the clerk of such appellate court. In case the appellant, at any time during the pendency of such appeal and before final judgment therein, neglects or fails to make any deposit of rent, falling due at the time specified in the judgment appealed from, the court in which such appeal is pending, upon such fact being made to appear and upon motion of the appellee, shall affirm the judgment appealed from with costs; and proceedings thereupon shall be had as in like cases determined upon the merits.

13-40-119. Rules of Practice.

In all actions brought under any provision of this article in any court, the proceedings shall be governed by the rules of practice and the provisions of law concerning civil actions in such court, except as may be otherwise provided in this article.

13-40-120. Appellate Review.

Appellate review of the judgment of the district courts of this state, in proceedings under this article, is allowed as provided by law and the Colorado appellate rules. In cases of appeal from judgments founded upon causes of action embraced in Section 13-40-104(1)(d), the deposit of rent money during pendency of appeal shall be made, or judgment of affirmance shall be entered, in the manner provided in Section 13-40-118.

13-40-121. When Deposit of Rent is Paid.

The rent money deposited, as provided for in this article, shall be paid to the landlord entitled thereto, upon the order of the court wherein the same is deposited and at such time and in such manner as the court determines necessary to protect the rights of the parties.

13-40-122. Writ of Restitution After Judgment.

No writ of restitution shall issue upon any judgment entered in any action under the provisions of this article out of any court until after the expiration of forty-eight hours from the time of the entry of such judgment; and such writs shall be executed by the officer having the same only in the daytime and between sunrise and sunset.

13-40-123. Damages.

The prevailing party in any action brought under the provisions of this article is entitled to recover damages, reasonable attorney fees, and costs of suit. Nothing in this section shall be construed to permit the entry of judgments in any single proceeding in excess of the jurisdictional limit of said court.

13-40-124. Qualified Farm Owner-Tenant Defined.

(1) For the purposes of this article, a "qualified farm owner-tenant" shall be entitled to the rights set forth in Sections 13-40-104(2) and 13-40-125 if:

(a) The person was title owner or equitable owner of the farm or ranch property subject to the proceedings under this article;

(b) Said person was farmer or rancher on said property at the time the owner proceeded to foreclose or otherwise terminate the title interest of said person;

(c) Said person resided within a reasonable distance from the property and actively managed the farm or ranch operation on said property;

(d) Said person's primary occupation was farming or ranching;

(e) Said person has agreed to continue said farm or ranch operation on said property in a reasonable manner;

(f) The owner claiming the right to evict said person pursuant to Section 13-40-104(2) is:

(I) A national banking association; a national savings bank; a bank, savings bank, savings and loan association, or industrial bank chartered by any state; a mutual or stock insurance company regulated by any state; a mortgage company, a finance company, any other institution in the business of making secured loans, any farm credit system bank or association; or an agency, instrumentally, or corporation of the United States government or of any state or territory of the United States or of any foreign country;

(II) Any corporation, association, or entity substantially similar to those described in subparagraph (1) of this paragraph (f) chartered or created under the laws of any foreign country;

(f); (III) Any subsidiary of any entity described in subparagraph (I) or (II) of this paragraph

(f); (IV) Any agent of any entity described in subparagraph (I), (II), or (III) of this paragraph

(f); (V) Any assignee of any entity described in subparagraph (I), (II), (III), or (IV) of this paragraph (f);

(g) Rights of the owner to title and possession of the property of said person are derived from security interests in the property held by the owner or predecessor in interest as of January 1, 1986, or held as a result of refinancing by the owner of obligations existing as of that date secured by such security interests;

(h) The owner claiming the right to evict said person as described in paragraph (f) of this subsection (1) is entitled to commenced proceedings pursuant to this article against said person with respect to said property on or before January 1, 1989;

(i) The right of redemption of said person has not expired prior to April 18, 1986; and

(j) In the case of a person subject to eviction pursuant to Section 13-40-104(1)(f) or (1)(g), at least sixty days prior to the expiration of said person's redemption rights as provided by law, said person shall have given written notice of said person's intent to exercise the rights of a qualified farm owner-tenant to the owner.

(2) If a qualified farm owner-tenant pleads a defense under the provisions of Section 13-40-104(2), an owner described in paragraph (f) of this subsection (1) shall have the burden of proof to establish that the requirements of subsection (1) of this section have not been satisfied.

(3) The conditions of Section 13-40-104(2) may be offered and pleaded by a qualified farm owner-tenant as a defense to any proceeding commenced under this article. Upon satisfaction of said conditions, said farm owner-tenant shall be entitled to trial on any disputed issue of fact pertaining to the status of a qualified farm owner-tenant or any dispute arising under Section 13-40-104(2) or under Section 13-40-125. Upon motion of either party, if the court finds that any party is proceeding pursuant to this section in bad faith or with an intent to abuse or avoid the intent of the provisions of this section or Section 13-40-104(2) or 13-40-125, the court may thereupon deny or place conditions on said party's rights under Section 13-40-104(2) or 13-40-125 or under this section.

(4) Subsections (1) to (4) of this section are repealed, effective January 31, 1989.

(5) (a) Any lease with a qualified farm owner-tenant which was entered into prior to January 31, 1989, and has a term which ends after such date shall remain in effect in accordance with the terms thereof; except that in no event shall any qualified farm owner-tenant be entitled under this section or Section 13-40-105 to retain possession of property, or to enter property to cultivate or remove crops, after December 31, 1989.

(b) This subsection (5) is repealed, effective July 1, 1991.

13-40-125. Rights of Qualified Farm Owner-Tenant.

(1) (a) Any qualified farm owner-tenant shall be entitled to a right of first refusal to acquire the property from an owner on the terms and conditions of a bona fide written offer to purchase said property received by the owner during the redemption period or within ninety days thereafter. A qualified farm owner-tenant shall be entitled to exercise said right of first refusal by giving written notice of such exercise to the owner prior to the expiration of the ninety-day period.

(b) If the qualified farm owner-tenant exercises his option, the closing shall take place at the time specified in the written bona fide offer or thirty days after the exercise of the option, whichever is later. After the exercise of the option, the qualified farm owner-tenant shall cease to be qualified farm owner-tenant for all purposes under this article except for the right to enforce his purchase of the property.

(c) If the owner records the notice to the qualified farm owner-tenant under this subsection (1) with the county clerk and recorder of the county in which the property is located and the qualified farm owner-tenant does not record with the county clerk and recorder his notice of exercise, if any, any third party without actual notice of the exercise shall not be subject to the rights, if any, of the qualified farm owner-tenant.

(2) A qualified farm owner-tenant shall be entitled to remain upon the property under a lease on rental terms and conditions described in Section 13-40-104(2)(a)(I). Upon breach of the terms of said lease, the owner shall be entitled to enforce or terminate said lease in accordance with law, and in the event of such termination the qualified farm owner-tenant shall have no further rights under this article. In the event that the owner obtains a bona fide written offer to purchase during the qualified farm owner-tenant's redemption period and the qualified farm owner-tenant does not exercise the right of first refusal to purchase the property pursuant to paragraph (c) of subsection (1) of this section and said property is sold pursuant to said bona fide offer, the rights of the qualified farm owner-tenant shall cease upon the expiration of the redemption period plus ninety days thereafter; except that, subject to subsection (5) of this section, the qualified farm owner-tenant shall have the right, in accordance with Section 13-40-105, to enter the property after the expiration of the redemption period for the purpose of cultivating or removing crops, if any, planted or sown by him before the expiration of the redemption period.

(3) Upon the entry of the court's order and judgment declaring said person a qualified farm owner-tenant, the court shall retain the jurisdiction over the parties and the property. Subject to subsection (2) of this section, on or before December 1 of the initial or any subsequent term of a lease to a qualified farm owner-tenant under Section 13-40-124(1)(e), the qualified farm owner-tenant may subject to the court and the owner prove that the person intends to continue farm or ranch operations during the next crop year and that said qualified farm owner-tenant has satisfied the requirements of Sections 13-40-104(2) and 13-40-124(1)(e) for the then current year and the next year. If the qualified farm owner-tenant satisfies the requirements, he shall be entitled to renew the lease on fair terms and conditions as described in Section 13-40-104(2), with the appropriate adjustment to reflect the difference between the duration of the initial term, the duration of the renewal term, and changes in what constitute fair terms and conditions. If the owner sells said property prior to the commencement of the renewal term and the qualified farm owner-tenant fails to exercise rights of first refusal pursuant to subsection (1) of this section, the qualified farm owner-tenant shall not be entitled to renewal of said lease pursuant to this subsection (3); except that, subject to subsection (5) of this section, the qualified farm owner-tenant, in accordance with Section 13-40-105, shall have the right to complete any then existing lease term and the right to enter the property after the termination of the lease to cultivate or remove crops, if any, planted or sown by him prior to the termination of the lease. In no event shall any qualified farm owner-tenant be entitled under this section or Section 13-40-105 to retain possession of property, or to enter property to cultivate or remove crops, after December 31, 1989.

(3.5) A person entitled or who may become entitled to claim rights of a qualified farm owner-tenant may waive all or any of said rights by signing a waiver in writing containing substantially the following:

(a) The name, address, and telephone number of the qualified farm owner-tenant;

(b) The name, address, and telephone number of the owner;

(c) A brief description of the property and of the mortgage or deed of trust pursuant to which the owner acquired title and possession of the property and the qualified farm owner-tenant's right to obtain assistance under Section 6-8-101, C.R.S.;

(d) A brief description and specification of the right or rights of the qualified farm owner-tenant that are being waived, which shall include the correlative obligations of the owner, including, as applicable, reference to Sections 13-40-104(2), 13-40-124, 13-40-125, and 13-40-126; and

(e) A statement that the qualified farm owner-tenant has the right to revoke the waiver upon written notice served upon, and received by, the owner within three business days after execution of the waiver by the qualified farm owner-tenant. The qualified farm owner-tenant may revoke a waiver upon notice in accordance with the provisions of this paragraph (e). A properly executed waiver is legally enforceable by the owner.

(4) Subsections (1) to (4) of this section are repealed, effective January 31, 1989.

(5) (a) Any lease with a qualified farm owner-tenant which was entered into prior to January 31, 1989, and has a term which ends after such date shall remain in effect in accordance with the terms thereof; except that in no event shall any qualified farm owner-tenant be entitled under this section or Section 13-40-105 to retain possession of property, or to enter property to cultivate or remove crops, after December 31, 1989.

(b) This subsection (5) is repealed, effective July 1, 1991.

13-40-125.5. Possession Pursuant to Agreement - Enforcement.

(1) Any owner and any person claiming rights as a qualified farm owner-tenant may enter into a qualified farm owner-tenant agreement setting forth the understandings and the rights of the parties pursuant to Sections 13-40-104(2), 13-40-124, and 13-40-125 and any other lease terms. Pursuant to such an agreement, the parties shall have all rights set forth in said sections of this article without a court order. Said agreement may be for more than one crop year or may be renewed by agreement of the parties. Nothing in this section shall limit the right of the qualified farm owner-tenant to renew said lease as provided by statute except by waiver pursuant to Section 13-40-125(3.5). A qualified farm owner-tenant agreement may not limit or waive any right of a qualified farm owner-tenant pursuant to this article unless a waiver is obtained in compliance with Section 13-40-125(3.5). Court supervision of a qualified farm owner-tenant agreement may be waived without compliance with Section 13-40-125(3.5).

(2) A proceeding in a court of proper jurisdiction may be brought by either party to a qualified farm owner-tenant agreement by filing a complaint in writing naming the parties, describing the property with reasonable certainty, and setting forth the grounds for relief and a prayer for relief, including, but not limited to, a declaration of the rights of the parties to enforcement of said agreement, enforcement of statutory rights, or eviction of a qualified farm owner-tenant upon termination of said agreement. Any eviction proceeding shall be commenced pursuant to Section 13-40-110 and shall be subject to all of the terms of this article. Any proceeding commenced by an owner for relief shall be served upon the defendant and answered by a tenant pursuant to subsection (3) of this section.

(3) Upon filing of a complaint other than an eviction complaint or filing of a complaint by a qualified farm owner-tenant as provided by this section, the clerk of the court shall issue a summons as in other cases; except that it shall command the defendant to appear before the court at a place named in such summons and at a time and on a day which shall not be less than five nor more than ten days from the date of issuing the same to answer the complaint of the plaintiff.

(4) This section is repealed, effective January 31, 1989.

13-40-126. Priority of Proceedings.

(1) Proceedings pursuant to Sections 13-40-104(2), 13-40-124, 13-40-125, and 13-40-125.5 shall be given priority by the court of jurisdiction and shall be heard over all other matters before the court. The general assembly hereby determines time to be of the essence and intends that the court of jurisdiction shall act accordingly.

(2) This section is repealed, effective January 31, 1989.

