



## **CITY OF BOULDER RENTAL UNIT SAMPLE LEASE DISCLOSURE**

**This is an important notice for tenants. Please read it carefully.**

Every person who rents or leases a dwelling unit within the city limits of Boulder, CO, must be provided with information in accordance with the provisions of Boulder Revised Code, Section 12-2-4 (Ordinance 8122). Landlords are encouraged to present required disclosures at the time that lease agreements are executed in order to promote discussion of these city regulations. Landlords must make required written disclosures prior to allowing a tenant or lessee to occupy a rental property. Written disclosures related to eviction legal representation and eviction rental assistance must be provided by the landlord to a tenant once again at the time the right to legal representation attaches as described under Section 12-2-9(a).

It is not required that you use this letter to disclose the required city regulations and these disclosures are not intended to supersede any language from a more restrictive lease agreement. Many landlords do prefer to include this information in their lease, but where leases are already in force, a letter to tenants explaining the relevant ordinances will fulfill the requirement.

Landlords: DO NOT RETURN THE SAMPLE LEASE DISCLOSURE LETTER TO THE CITY. If you use it, keep it with your lease documents.

### **EVICTON LEGAL REPRESENTATION AND EVICTON RENTAL ASSISTANCE**

It is the policy of the City of Boulder that Boulder tenants shall have the right to legal representation in eviction and administrative proceedings where they face the loss of housing and the City shall provide such representation to tenants to assist in the fair administration of justice. The City also administers a rental assistance program to tenants faced with such proceedings. For more information and to access this program, visit: <https://bouldercolorado.gov/community-relations/eviction-prevention-services> or call 303-441-3414

Definitions:

*Covered Proceeding* means legal proceedings to evict a tenant from their place of residence pursuant to C.R.S. 13-40-101 *et seq.*, counterclaims related thereto, the termination of Section 8 housing assistance, and appeals arising from any of the foregoing.

*Legal representation* means full scope representation provided by a licensed attorney to a tenant in a covered proceeding. This includes, but is not limited to, filing responsive pleadings, appearing on behalf of the tenant in court, administrative proceedings, or alternatives dispute resolution, and providing legal advice, advocacy, and assistance associated with such matters, and necessary fees and costs related thereto.

*Tenant* means any occupant of residential property, including but not limited to, any building, structure, vacant land, or part thereof offered for lease or rent for residential purposes who is a respondent or defendant, or who has legal standing to be a respondent or defendant, in a covered proceeding.

**12-2-9. - No Evictions Without Representation.**

**(a) Provision of Legal Representation and Rental Assistance.** The City of Boulder shall establish, run, and fully fund a program to provide legal representation and/or rental assistance for all tenants within the city who face a covered proceeding. This legal representation shall be available to a tenant immediately after the tenant is served with a notice to quit or demand for possession pursuant to C.R.S. 13-40-101, *et. seq.*, or a notice of termination of Section 8 housing assistance, and shall last at least until such time as the notice to quit, demand for possession, or unlawful detainer complaint is withdrawn, the case is dismissed, a final judgment in the matter is entered, or the Section 8 housing assistance termination proceedings are concluded. Written notification of this right to legal representation and how to access it must be provided by the landlord to a tenant at the time the right to legal representation attaches as described under this Section. The notice must be in the same form as required by B.R.C. 12-2-4(a)(1)(l).

**OCCUPANCY LIMITS**

- A. The dwelling unit you will be renting or leasing at the address of: \_\_\_\_\_ may be occupied by no more than \_\_\_\_\_ unrelated persons. (Occupancy information can be obtained by calling 303-441-1880).
- B. Under the current lease or rental agreement, the only people permitted to occupy the dwelling unit are: \_\_\_\_\_
- C. City of Boulder laws permit a renter or lease holder to have a temporary house guest. However, if any guest becomes a resident of the apartment or dwelling unit, and if this produces a violation of the legal occupancy limit, a criminal prosecution can result.
- D. Violations of the occupancy laws of the City of Boulder can result in criminal prosecution and fines of up to \$2,000.00 for each day in violation.

**NOISE ORDINANCES**

The City of Boulder has several ordinances that regulate noise. Violations of any of these ordinances can result in criminal prosecutions. The laws include:

**Disruption of Quiet Enjoyment of the Home, Section 5-9-5, B.R.C. 1981.** This focuses on individuals who engage in loud behavior at any time of day that disrupts a neighbor who is in his or her own house.

**Unreasonable Noise, Section 5-9-6, B.R.C 1981.** This is a provision that can be used when officers, standing more than 100 feet away from a noise source, hear amplified music in a residential zone after 11 p.m.

**Excessive Sound Levels, Section 5-9-3, B.R.C. 1981.** This is based upon measuring sound levels with meters. Noise must not exceed 50 decibels (dBA) between 11 p.m. and 7 a.m. in a residential zone. Late at night, the ambient or background noise level in most neighborhoods is approximately 35 dBA. A sound 15 decibels greater than the background noise (50 dBA), such as a loud stereo, will wake the average person from a deep sleep.

A violation of any of these noise ordinances can result in criminal prosecution and a maximum fine of up to \$1,000 and 90 days in jail.

### **FIREWORKS ORDINANCE**

**Fireworks, Section 5-6-6, B.R.C 1981.** Except for police, military and certain other personnel described in Boulder's code, it is illegal for anyone to possess fireworks in any public or private place or to explode fireworks anywhere with the City of Boulder without first having obtained a permit.

### **NUISANCE PARTY ORDINANCE**

**Nuisance Party Prohibited, Section 5-3-11, B.R.C. 1981.** A nuisance party is a gathering at which one of a number of violations of Boulder's code provisions occurs. These include the unlawful consumption of alcohol, the unlawful provision of alcohol to minors, property damage, littering, fighting, obstruction of traffic, or the generation of excessive noise.

A nuisance party is also any party at which an open keg of beer is located in the front yard setback, on the front porch, or in any side yard, of a property.

Any person convicted of holding a nuisance party can be criminally prosecuted and sentenced to a fine of up to \$1,000 and 90 days in jail.

### **BEAR CONTAINERS, TRASH, DUMPING, FURNITURE, WEEDS AND SNOW REMOVAL ORDINANCES**

**Bear-Resistant Containers Required, Section 6-3-12, B.R.C. 1981.** Residents south of Sumac and west of Broadway must store trash and compost in bear-resistant containers, enclosures and/or dumpsters, or keep trash and compost securely stored within a structure at all times until the moment of pick-up. Do not overfill containers and ensure the lids are secure.

**Trash Contract Required, Section 6-3-3 (b), B.R.C. 1981.** Every property owner is required to maintain a valid contract with a commercial trash hauler for the weekly removal of accumulated trash. You should understand the manner in which trash and recycling are to be dealt with at your rental unit.

**Illegal Dumping, Section 5-4-12, B.R.C. 1981.** No person shall deposit any trash, refuse, garbage, furniture, or rubble in any dumpster or on any property without the express consent of the owner or person in control of the property.

**Outdoor Furniture Restricted, Section 5-4-16, B.R.C. 1981.** Residents of the University Hill neighborhood may not place, use, keep, store, or maintain any upholstered furniture or mattress not intended for outdoor use in any outside areas of the property.

**Growth or Accumulation of Weeds Prohibited, Section 6-2-3, B.R.C. 1981.** It is a violation to allow weeds and/or grass to grow to a height greater than twelve (12) inches.

**Duty to Keep Sidewalks Clear of Snow, Section 8-2-13, B.R.C. 1981.** Occupants of residential units, along with property managers, are responsible to keep public sidewalks and walkways abutting their residential premises clear of snow.

### **PARKING ON (BLOCKING) SIDEWALK**

**Parking on a sidewalk Prohibited, Section 7-6-13 (a)(1), B.R.C. 1981.** No vehicle may be stopped or parked on a sidewalk or within a sidewalk area. This prohibits parking in a driveway in a manner that blocks a sidewalk.

### **MARIJUANA**

**Marijuana Odor Emissions, 5-10-6** No person, tenant, occupant, or property owner shall permit the emission of marijuana odor from any source to result in detectable odors that interfere with the reasonable and comfortable use and enjoyment of another's property.

**Marijuana Prohibited Acts, 6-14-13(a) and 6-16-13 (a)** It is prohibited to possess more than six (6) marijuana plants without a marijuana business license (includes caregivers, home grows regardless). The six plant limit applies regardless of what doctor referral paperwork says they need to treat their condition. Marijuana extractions with butane or other volatile chemicals could result in a felony charge due to the possibility of serious injury when the process explodes.

### **INTEREST DUE ON SECURITY DEPOSITS**

**Interest Rates on Security Deposits, Sections BRC 12-2-2 and 12-2-7, B.R.C. 1981.** Interest must be paid to tenants on any security deposit for residential leases.

**I have read and understand these disclosures and potential consequences including that if I violate these city regulations, my tenancy can be terminated and I can be subject to eviction.** This is to be signed by every tenant, other than minor children living with a supervising parent or other custodian.

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Tenant Signature

Date

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