

Cheat Sheet: Preparing Forcible Entry and Detainer Court Documents for Nonpayment of Rent Cases

Filling out Answer Under Simplified Civil Procedure – Form CRCCP 3

1. Fill in Caption
 - a. Place Tenant's Name under "Attorney or Party Without Attorney." DO NOT PUT YOUR NAME HERE.
2. The amount of damages claimed to be due...
 - a. "Defendant denies any damages are due and owing to Plaintiff."
3. The Plaintiff(s) is/are not entitled to possession of the property... DEFENSES GO HERE. Possible defenses include:
 - a. (1) Tenant/Defendant disagrees with the amount requested by the Landlord/Plaintiff listed in the Demand and/or Complaint. ALWAYS INCLUDE THIS DEFENSE.
 - i. "Defendant disputes the amount deemed due in Demand and Complaint."
 - b. (2) Tenant paid rent to Landlord during or after 10-Day Demand for Rent period or after eviction court documents were filed and Landlord accepted the rent.
 - i. "Defendant tendered rent and, upon information and belief, Plaintiff accepted rent. Therefore, Plaintiff is not entitled to maintain this action because they waived their rights."
 - c. (3) Tenant attempted to pay Landlord before or during the 10-Day Demand for Rent period amount believed to be due (and later proved to be the total amount due) and Landlord refused payment.
 - i. "Defendant tendered rent and Plaintiff refused to accept it. Therefore, Plaintiff is precluded from maintaining this action."
 - d. (4) Late fees charged to Tenant are abnormally high.
 - i. "Late fees charged to Defendant are usurious, an unlawful penalty, unlawful liquidated damages, and are unenforceable."
 - e. (5) 10-Day Demand for Rent does not provide enough detail for Tenant to know exactly why Landlord alleges they owe money or doesn't say for which months.
 - i. "Plaintiff's Demand fails to specify the grounds of Plaintiff's right to the possession with enough detail to provide Defendant with an opportunity to reply in a meaningful manner in violation of C.R.S. 13-40-106."
 - f. (6) If Tenant's disability directly affected their ability to pay rent and an accommodation that is reasonable exists that could be incorporated to make sure rent payments can be made going forward.
 - i. "If Defendant does owe rent, his/her failure to pay is the result of his/her disability for which he/she should be granted a reasonable accommodation."
 - g. (7) Landlord's property is a covered property as defined by the CARES Act. Database of Covered Properties located [here](#). If not listed, try to check County Property Records.
 - i. "Upon information and belief, the property in which the subject premises is located is a covered property as defined under the CARES Act. Therefore, pursuant to Public Law No. 116-136, Sec. 4024(b) (CARES Act), Plaintiff is precluded from maintaining this action."
 - h. (8) Landlord failed to provide a home that is healthy and/or safe and has violated the Warranty of Habitability law, C.R.S. 38-12-503 *et seq.* This is very difficult to prove and requires Tenant to go through several steps properly in order to rightfully claim it.
 - i. Tenant must also deposit funds into the Court Registry of Total Past Rent Due minus Expenses Incurred due to uninhabitability. If the Tenant cannot do this, they cannot make this defense.
 1. Must fill out JDF 109 - Affidavit to Support Claim for a Breach of the Warranty of Habitability.
4. Counterclaims (If yes, check box in numbered paragraph 4)
 - a. Warranty of Habitability – Particularly if Tenant cannot afford to claim this as a defense.
 - b. Late Fees – Unlawful late fee that had been previously paid.

5. Check box requesting trial to the Court
6. Fill out Verification
7. Fill out Certificate of Service
 - a. Explain to Tenant that by signing this section, they are agreeing to mail (most common option) the Answer Form to the address listed for Landlord.
8. If you made any changes to the Answer Form or if you want to provide the Court info about who assisted Tenant, write on the bottom of the Form:
 - a. "This answer was prepared with assistance from ATTORNEY NAME, Atty. Reg. #: _____, ATTORNEY ADDRESS, ATTORNEY PHONE#, ATTORNEY EMAIL. The limited assistance provided herein does not constitute an entry of appearance in this matter."

Filling out Motion to File Without Payment of Filing Fee and Finding and Order Concerning Payment of Filing Fees – Forms JDF 205 and 206

1. Check [Chief Justice Directive 98-01](#) for eligibility chart and definitions of income and expenses.
 - a. Any Tenant at or below 125% of Federal Poverty Level should automatically qualify for Fee Waiver. These are the columns with the *asterisks*.
 - b. Any Tenant between 126% to 150% FPL qualifies if expenses are greater than income. These are the "plus 25%" columns.
 - i. On page 2 of Fee Waiver Form, Monthly Expenses (can include any expenses Tenant has) must be higher than Gross Monthly Income.

INCOME ELIGIBILITY GUIDELINES (amended April 2020)						
Family Size	Poverty Guideline	Monthly Poverty Level	Monthly Income*	Monthly Income plus 25%	Yearly Income*	Yearly Income plus 25%
1	\$ 12,760	\$ 1,063	\$ 1,329	\$ 1,661	\$ 15,950	\$ 19,938
2	\$ 17,240	\$ 1,437	\$ 1,796	\$ 2,245	\$ 21,550	\$ 26,938
3	\$ 21,720	\$ 1,810	\$ 2,263	\$ 2,828	\$ 27,150	\$ 33,938
4	\$ 26,200	\$ 2,183	\$ 2,729	\$ 3,411	\$ 32,750	\$ 40,938
5	\$ 30,680	\$ 2,557	\$ 3,196	\$ 3,995	\$ 38,350	\$ 47,938
6	\$ 35,160	\$ 2,930	\$ 3,663	\$ 4,578	\$ 43,950	\$ 54,938
7	\$ 39,640	\$ 3,303	\$ 4,129	\$ 5,161	\$ 49,550	\$ 61,938
8	\$ 44,120	\$ 3,677	\$ 4,596	\$ 5,745	\$ 55,150	\$ 68,938

* 125% of poverty level as determined by the Department of Health and Human Services.