

JDF 99



Notice and Demand for Compliance and Right to Possession

To: (tenant's name) \_\_\_\_\_

1. Grounds for Eviction

You must: (check all that apply)

Pay the landlord \$ \_\_\_\_\_ for past due rent. This is for missed payments due on: (enter dates) \_\_\_\_\_.

Comply with the lease. (Describe how the tenant is violating the lease.) \_\_\_\_\_

For substantial violations under C.R.S. § 13-40-107.5(3), use JDF 97 – Notice to Quit.

2. Time to Cure

You can stop an eviction by fixing the problems above within the following time frame:

(select one)

CARES Act Property: 30 days from the service date.

CARES Act Properties include: See 15 U.S.C. § 9058(a)(2).

- Homes with a federally backed mortgage (FHA, VA, USDA, etc.); or, Those that participate in a federally subsidized housing program.

Residential Agreement: 10 days from the service date.

Exempt Residential Agreement: 5 days from the service date.

Employer-provided Housing Agreement: 3 days from the service date.

Non-Residential Agreement: 3 days from the service date.

I demand that you either cure the grounds for eviction stated above or deliver to the Landlord the possession of the premises located at:

**3. Description of Premises**

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_

Subdivision: \_\_\_\_\_ Lot: \_\_\_\_\_ Block: \_\_\_\_\_

The rent for the premises is \$ \_\_\_\_\_ per \_\_\_\_\_.

**4. Default**

The grounds for eviction stated above constitutes default under the terms of the lease. This default entitles the Landlord to possession of the premises.

**Note to Tenant – Right to Mediation**

If you receive:

- Supplemental Security Income (SSI);
- Social Security Disability Insurance (SSDI); or
- Cash Assistance through the Colorado Works Program;

Then you may have a right to mandatory mediation, at no cost to you, before the landlord can start an eviction case in court. C.R.S. § 13-40-106(2).

If you qualify for one of the listed programs, let the landlord know in writing immediately.

**5. Signatures**

\_\_\_\_\_  
Signature (Landlord/Property Manager)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Agent/Attorney)

\_\_\_\_\_  
Date

**6. Service Date**

I certify that on (*service date*) \_\_\_\_\_, I served this Notice by: (*check one*)

Leaving a true copy with: (*enter full name*) \_\_\_\_\_

By posting it in a conspicuous place at the premises described above.

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date