

## Colorado Gerontological Society

The Fair Housing Act was passed in 1968. It prevents landlords, real estate agents, developers, banks and others from discriminating against people when it comes to housing. Fair housing is a right, not a privilege. Fair housing laws apply to and protect all of us.

It is important for those who rent or lease property to know the basics about fair housing.

### Screening Tenants

The screening application is becoming more popular all the time with landlords. The goal of screening tenants is to determine if the renter will take care of the property and pay rent on time.

When you apply to rent an apartment or house, the landlord or apartment manager will probably get your written permission to order a credit check. There are three credit companies: Experian, TransUnion and Equifax. There is usually a fee to cover the costs of a screening application.

The screening process usually includes the following:

- Application
- Background check
- Credit check

### The Credit Report

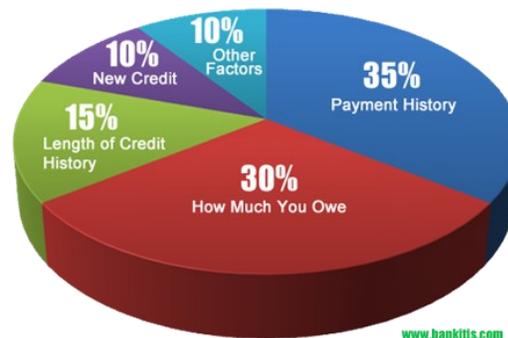
Property managers and landlords will often order what is called a “tenant screening report.” Reports may include any of the following:

- Standard credit report
- Credit score or credit rating (A-F for example)
- Criminal background check
- Sex Offender Background Check
- Unlawful detainer and eviction history

- Employment History
- OFAC (Office of Foreign Assets Control) terrorist search

### Application Problems

If your credit report has negative information the landlord could deny your application, require you to have a co-signer or charge higher rent. If this happens you must be given a disclosure and information on how to order a



copy of your credit report at no cost. The landlord may refuse to rent to you if the landlord does not like the information

provided in the report. It is a good idea to check your own credit in advance and be upfront about items that may be an issue.

### A Good Payment History Helps

Most people, including landlords, know that not everyone has perfect credit. Just because your credit is not perfect does not mean you will not pay your rent on time. Often landlords will call former landlords to determine if you have an on-time payment history. If you have paid your rent online through certain agencies, your good payment record may show on your credit report. Having a history of on-time rent payment is important.

If previously unpaid rent is turned over to a collection agency, that information will probably be reported to the credit reporting agencies. This can significantly lower your credit score and can make it more difficult to rent another place in the future.

## How to Check Your Own Credit

If you are not sure you will qualify to rent a new place, you may want to order your own free credit report from one of the credit reporting agencies. You are entitled by the Fair Credit Reporting Act to a free credit report from one of the three nationwide credit reporting companies, Equifax, Experian, or TransUnion, once every 12 months. These three nationwide credit reporting companies have set up one website, toll-free telephone number, and mailing address. To order,



visit [www.annualcreditreport.com](http://www.annualcreditreport.com), call 1-877-322-8228, or complete the Annual Credit Report Request Form and mail it to:

### Annual Credit Report Request Service

P.O. Box 105281

Atlanta, GA 30348-5281

Take a good look at your credit report when you receive it. Make sure that the information contained in the report is correct. If there are errors:

- Report errors immediately, in writing. Send copies of supporting documents to the credit reporting agency
- The credit reporting agency normally will begin an investigation within 30 days of receipt of your dispute letter
- If wrong information has been reported, the company that reported the wrong information must tell the

credit reporting company to update or delete the item

A credit reporting company can report :

- Accurate negative information for 7 years
- Bankruptcy information for 10 years
- An unpaid judgment against you for 7 years or until the statute of limitations runs out, whichever is longer
- There is no time limit on reporting information about criminal convictions or information reported because you've applied for more than \$150,000 worth of credit or life insurance

There is a standard method for calculating the seven-year reporting period. Generally, the period runs from the date that the event took place.

## Criminal Background History

If you are denied low-income housing due to a criminal history, you can challenge the denial of your application. You should find out the legal reason the housing complex denied your application.

### Your Rights:

- You have a right to have a meeting/hearing to challenge the decision
- You have a right to a copy of the written tenant selection criteria that the housing complex used to deny your application
- You have a right to a copy of the information that the housing complex obtained about you on the background check

### Steps to take:

If your application is denied:

- Notify the housing complex immediately, in writing, that you wish to have a meeting/hearing to challenge the denial of your application
- Ask for a copy of the housing complex's written tenant selection criteria. Also ask for any information that the housing complex obtained about you to make its decision
- Keep a copy of your letter for your records

Federal law states that, in considering an application for low-income housing, the housing complex can consider

"A history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants."

When you meet or have a hearing, the housing complex may consider your rehabilitation, your participation in a social service, or other counseling service. At the meeting/hearing, you can do one of three things:

- Show that the information the housing complex relied upon to deny your application was incorrect; or
- Show that, even if the information was correct, you would still make a good tenant; or
- Argue that the reason for your denial is not an allowable reason under the complex's own tenant selection criteria.

Your case is always stronger if you bring documents or witnesses to the meeting/hearing to show that your application should be approved. After the meeting/hearing, the housing complex manager will make a written decision approving or denying your application. The decision will be mailed to you within a week or two of the meeting/hearing.

## Fair Housing. It's the Law!

### Discrimination in Tenant Screening

The Fair Housing Act protects people from discrimination when they are renting, buying, or getting a loan for any housing. The Act prohibits discrimination because of race, color, national origin, religion, sex, disability and the presence of children.

The Fair Housing Act covers most, but not all housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to their members.

In the Sale and Rental of Housing none of the following actions may be taken as a result of race, color, national origin, religion, sex, familial status or handicap:

- Refuse to rent or sell housing

- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale, or rental
- For profit, persuade owners to sell or rent (blockbusting)
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.

In addition, it is illegal for anyone to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right, or
- Advertise or make any statement that indicates a preference based on race, color, national origin, religion, sex, familial status, or handicap.

### Housing Laws for Victims of Domestic Violence

Colorado extends special protections to tenants who are victims of domestic violence. If you are a tenant in Colorado, your landlord cannot terminate your lease, fine you, or otherwise penalize you for calling the police or other emergency assistance in response to domestic violence. Further, you cannot give up your right to call the police or other emergency assistance for help during your tenancy. [(Colo. Rev. Stat. §38-12-402(1))]

If you are a victim of domestic violence and you want to vacate (leave) the apartment/house because you are afraid that you and/or your children face immediate danger as a result of domestic violence or domestic abuse, you should take the following steps:

- Notify the landlord in writing that you are a victim of domestic violence or domestic abuse and give the landlord one of the following documents:
  - (1) A police report written within the past 60 days documenting the domestic violence or abuse or
  - (2) A valid Protection Order [(Colo. Rev. Stat. § 38-12-402(2)(a))]
- Pay the landlord one month's rent within 90 days of moving out of the rented house or apartment

Colorado Gerontological Society  
3006 E. Colfax Avenue  
Denver, CO 80206  
303-333-3482 • 303-333-9112 (Fax)

Non-profit Organization  
US Postage Paid  
Permit No 1820  
Denver CO

Visit Us at  
[www.senioranswers.org](http://www.senioranswers.org)

## Fair Housing

## Housing Series

Colorado law prevents a landlord from terminating a housing lease or imposing a penalty on a residential tenant for calls made by the tenant for police or other emergency assistance in response to a domestic violence or domestic abuse situation.

### Moving Out Before the Lease Expires Carries Legal Consequences

If you do not have a successful claim that your landlord has broken your lease and you move out before the end of the lease term, the landlord may successfully sue you for the rent. You could be responsible for rent until the end of the lease term or until the property is rented to someone else, whichever comes first, in addition, you could be responsible for other monetary damages.

### Homeowners Insurance

How much would it cost to replace everything you own? If something happens to the home or the apartment you rent, the owner's or landlord's insurance policy will not pay to replace your belongings.



The owner's insurance covers the building, not your personal property. That's where renter's insurance comes in. If there's a fire, theft or non-flood water damage, renter's insurance will cover your personal property, your liability and more in case of a loss.

Renter's Insurance generally provides:

- Personal Property Contents Coverage - protects your personal property and belongings in the case of fire, theft, and other perils covered in your policy
- Additional Living Expense - pays for your living expenses if the living space you rent becomes unlivable due to fire, theft or other damage to your home
- Personal Liability - protects you against claims someone else makes against you
- Premises Medical Coverage - pays the medical expenses of others accidentally injured on the property that you rent

The cost of homeowners / renters varies based on the replacement value of the insured property.

### Helpful Resources:

Colorado Legal Services - 303-837-1313  
Colorado Bar Association - 303-860-1115  
Senior Law Day - 303-860-1115