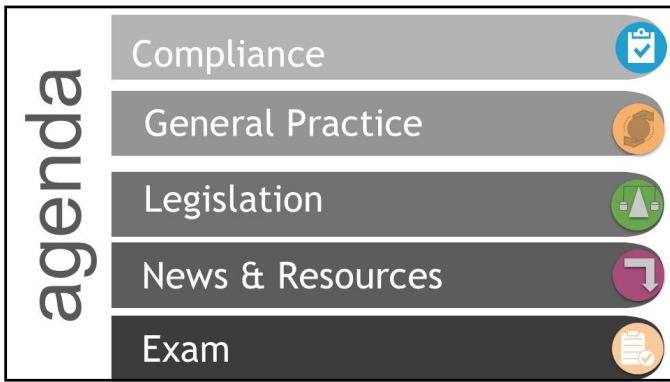





1



2





3

COMPLIANCE 


Broker Competency

- Competency continues to be the common thread in complaints received, investigations conducted, and discipline rendered by the Commission.
- §12-10-217(1)(q), C.R.S. and CREC Rule 6.2
Unworthy, Incompetent Practice




 4

4

COMPLIANCE 

Broker Competency




After Buyer is under contract, but before closing, the Buyer is offered a job requiring travel 95% of the time. Without informing their Broker about the job offer, Buyer asks "What do you think I can rent the condo for?" Broker responds:


"I know you could get \$1500/mo short term rentals maybe \$2000 in a few years rents will likely go up"

Reading that, and believing that, Buyer decided to close with the intention of renting the property when she was traveling. Buyer was then informed by the HOA board that short term rentals are not permitted.


Practical Scenario

 5



5


COMPLIANCE 

Broker Competency




Questions

-  Did the Broker exercise competency?
-  How do you gain competency?

 6


6


COMPLIANCE 

Broker Competency


Did the Broker exercise competency?

1. Effective communication is vital to Broker's success.
2. Understanding Short-Term Rentals or Long-Term Rentals
3. Understanding Common Interest Communities (HOAs, POA, Condominium Associations, Cooperatives), if the subject property is located in one.

LET'S DISCUSS! 

 7

7

COMPLIANCE 

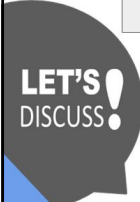
Broker Competency


Training

Consultation


Shadowing

Partnership


LET'S DISCUSS! 

 8

8


COMPLIANCE 

Broker Competency




Practice Pointer: On the job training is not the best route. Brokers should not solely rely on learning on the job. Brokers should understand important and difficult concepts **before** working on a transaction.


If difficult situations arise during a transaction, do not delay-consult with your managing/employing broker or other professional.




 9


9

COMPLIANCE 


Broker Competency




-  §12-10-217(1)(q), C.R.S.
-  CREC Rule 6.2-Competency
-  Your Employing Broker, Mentor, Team Lead, Legal Counsel, Continuing Education

 10

10

COMPLIANCE 


Continuing Education




Practical Scenario

Broker had a difficult few years coming out of the pandemic. After a sharp decrease in business, Broker picked up a different job, ceased working in real estate, and did not take any more education courses, but kept their license active with the Division of Real Estate.


Last week, Broker received a notice from the Division that they were selected for a Continuing Education audit. They do not have the required course certificates.

 11



11


COMPLIANCE 

Continuing Education




Questions

-  What happens during a continuing education audit?
-  What rules apply to continuing education?

 12


12

COMPLIANCE 


Continuing Education

What is the CE audit process?

- Audited brokers are selected from a list of all active brokers.
- First notice by email to licensee and their employing broker **at the email address on file with the Division.**
- The broker has 2 weeks to provide a response.
 - Read the email carefully.
 - The notice sets forth requirements and expectations for the audit process.
- A reminder email will be delivered a week before the initial deadline set forth in the first email.
- Second/final notice will be sent by US mail.

 13


13

COMPLIANCE 


Continuing Education

Carefully review the notice! It explains what you need to know.

- The license cycle: all courses must have been completed within the license cycle being audited.
- How to submit certificates.
- Options for submission are required in the applicable license cycle (not after audit commences):
 - Option 1-Submission of course completion certificates for all required courses
 - Option 2-Commission-approved 24-hour "Broker Reactivation" course
 - Option 3-Passing score on the Colorado State portion of the licensing exam
 - Option 4-72 total hours of pre-licensure education
- Audit response deadline.
- Effect of broker's failure to comply.

 14

14


COMPLIANCE 

Continuing Education


What is Next?

The Division processes submissions in the order received. Please be patient with Division Staff as they process a large amount of audits.

- If the broker is compliant, the broker will receive an Approval Notification via email.
- If the broker is noncompliant, Division staff will explain next steps including referring the investigation to the Enforcement Program.

 15

15

COMPLIANCE 



Continuing Education

has successfully completed the course titled:

2024 Annual Commission Update

Approval # 109713 for 4 hours of continuing education credit as approved by the Colorado Real Estate Commission for the period between 1/1/2024 and 12/31/2024


Student's License # _____ Student's Course Completion Date 5/18/2023


Employing Broker Rule 2.5.C.3.a.i.ii.

When a broker is noncompliant, the auditor will deliver the audit to the Enforcement Team in the Expedited Settlement Program (ESP) to propose, prepare, and deliver a stipulation to the broker.

The stipulation will require corrective continuing education and a required fine.

 16


16


COMPLIANCE 

Continuing Education


CREC Rules that apply to ALL licensees (active or inactive):

- 24 credits required each licensing cycle (Rule 4.2.A)
- Maximum 8 credits per day (Rule 4.5.A)
- No course can be repeated in the same calendar year (including the ACU) (Rule 4.5.B)
- No credits can be carried forward to the next license cycle (Rule 4.5.C)
- Education taken as discipline may not be used in an audit (Rule 4.5.D)
- Partial credit for a course is not permitted (Rule 4.5.F)


 **Rule Change:** Brokers can receive 2 continuing education credits for attending a Commission public meeting if the broker is present for at least 2 hours. Elective credit can be awarded for one Commission meeting during each calendar year (Rule 4.5.H)

 17


17

COMPLIANCE 


Continuing Education

 **Practice Pointers:**

- Ensure your contact information in licensing system is current to avoid enhanced discipline for non-responsiveness.
- Confirm your license cycle with the Division's licensing system
- Ensure ALL emails from @state.co.us are approved and not delivered to Spam/Junk
- Before taking a course, verify that the course is approved by the Commission

 18


18

COMPLIANCE 


Continuing Education

All Certificates must contain the following information:


- Name of the course provider
- Course Title, which must describe the topical content
- Number of continuing education hours/credits
- Course date(s)
- Name of the student
- Authentication by the course provider
- Course approval number as issued by the Division, if applicable

Broker's responsibility to ensure certificates are complete 


19

COMPLIANCE 


Continuing Education

 REFERENCES


- ★ CREC Rule 4.2-CE Requirements
- ★ CREC Rule 4.5-CE Limitations
- ★ CREC Rule 4.7-Certificate Requirements
- ★ CREC Rule 5.21-Audit Authority
- ★ Broker Continuing Education Audit Webpage:
<https://dre.colorado.gov/division-programs/real-estate-broker/education/broker-continuing-education-audit>
- ★ Approved Continuing Education Course List:
<https://dre.colorado.gov/division-programs/real-estate-broker/education/broker-education-providers-course-approval>




20

COMPLIANCE 


Transaction Files

 Practical Scenario

Broker entered into a buyer listing contract in October, 2019 and successfully closed a transaction on January 2, 2020.
On December 5, 2023, the buyer filed a complaint with the Division and the Broker was notified by the Division of the complaint December 25, 2023 (Happy Holidays!).
In early January, 2024, Broker begins to search for their transaction files but the Broker's brokerage already deleted the transaction file.







21


COMPLIANCE 

Transaction Files


Questions



-  Who has the obligation to ensure that the transaction file is complete?
-  What is required to have a complete transaction file?
-  When do the CREC Rules permit transaction files to be disposed?

 22

22


COMPLIANCE 


Transaction Files


Transaction files (the Contracts and Forms reflecting the transaction) must be maintained by the Broker and Brokerage Firm.

- The Commission has identified the files necessary for file retention which may be updated from time to time. The transaction file content requirements can be found at:


<https://dre.colorado.gov/transaction-file-requirements-and>

 **Practice Pointer:** Brokers should consider retaining text messages and emails in the transaction files. Check your brokerage policies. Retention may already be required.




 23

23


COMPLIANCE 

Transaction Files


File Retention Requirements




- Duration: Four (4) years beginning from either:
 - the consummation date of the transaction
 - the expiration date of any listing contracts that do not consummate.
- Consummate = Close





 24


24

COMPLIANCE 


Transaction Files



-  CREC Rule 5.21-Production of Documents
-  CREC Rule 6.20-Transaction File Requirements
-  CREC Rules: Chapter 4-Continuing Education
-  Commission's Transaction File Checklist:
<https://dre.colorado.gov/transaction-file-requirements-and>

 25

25


COMPLIANCE 

Complaint Process


Complaint Submission

- United States mail
- In-person
- Email
- Facsimile
- Submitted online through the Division's website

- Complaints may also be opened by the Division if it receives information that necessitates an investigation.


 26

26


COMPLIANCE 


Complaint Process

- ALL complaints are reviewed for jurisdiction. If a complaint is NOT dismissed, it will be assigned to a Division Investigator.
- The Licensee will be notified that a complaint has been filed. **Notice will be provided by email to the address on file with the Division.**
- All complaints should be responded to by the Broker, regardless of licensee status.
- The notice will include:
 - A copy of the complaint;
 - A detailed request for supporting documents and response; and
 - A deadline to respond.

 27


27

COMPLIANCE 





Complaint Process

- The Division Investigator will carefully review the complaint, the response, and any documents submitted or collected.
- Next, the Investigator will conduct interviews of the Complainant, the Respondent, and any other relevant witnesses.
- After the investigation is completed, the results will be presented to the Commission.

 28


28

COMPLIANCE 





Complaint Process

- The Commission recommendation may approve, adjust, or deny the discipline suggested by the Division.
- Next, typically, the Licensee will receive a initial stipulated agreement reflecting proposed settlement terms.

 29


29

COMPLIANCE 





Complaint Process

- The Respondent may request mediation with the Division regarding discipline. See section 24-4-105(4), C.R.S.
- If a stipulated agreement is not reached between the Licensee and the Division, the matter will be referred to the Colorado Office of the Attorney General for a formal hearing.
- A hearing will take place before an Administrative Law Judge who will issue an Initial Decision with recommended disciplinary action.

 30


30

COMPLIANCE 




Complaint Process


Depending on the complexity of the investigation, the investigator's caseload, witness availability, and the case docket for the Administrative Law Judge, resolution may take ten (10) months or longer to complete.



Note for Respondents: Failure to participate in investigations and/or any Court proceeding is not in your favor.




31





GENERAL PRACTICE ISSUES

- Contract Terminations
- Referral Business
- Leasing Issues
- Social Engineering
- Data Security/CP-30
- Post-Closing Occupancy Agreements
- NAR Settlement
- New Contracts and Forms



32

GENERAL PRACTICE 




Contract Terminations

Broker listed a residence on 35 acres in Elbert County and quickly found a buyer. The parties entered into a contract and due diligence commenced.

On the day of the Mineral Rights Examination Deadline, Buyer received unfavorable information and messaged her Broker to terminate. Buyer's Broker immediately called the Listing Broker and left a voice message. The next day, Broker emailed the Notice to Terminate.

Practical Scenario



33

GENERAL PRACTICE



Contract Terminations

Questions


- ? Did the Buyer's Broker properly notify Listing Broker of their intention to Terminate?
- ? How can a party terminate a Contract?



34

34

GENERAL PRACTICE



Contract Terminations


LET'S DISCUSS!

Did the Buyer's Broker properly notify Listing Broker of their intention to Terminate?

- No. Although Buyer's Broker called Listing Broker before the expiration of the Mineral Rights Examination Deadline, **written notice** to terminate was not received before the deadline.

How can a party terminate a Contract?


- A written statement is required to terminate the contract.
- BUT WAIT**, there is more to the analysis!



35

35

GENERAL PRACTICE



Contract Terminations

LET'S DISCUSS!

Practice Pointer:

Language in the Contract to Buy and Sell Real Property is clear that a termination must be made in writing. Equally important though, CREC Rule 7.1 applies to all Broker activity and says that if a form exists, Brokers should use it, subject to a few exceptions.

- ! Notice of Termination (CREC-approved form)-IF A BROKER CAN USE THE FORM, THEY MUST.
- ! Brokers must comply with CREC Rule 7.1.



36

36

GENERAL PRACTICE





Contract Terminations

Practice Pointer:

Text messages between Brokers are especially common, but they are often ambiguous. So can other writings. Be clear. For example: what does: "the buyer is out" mean?

- Do not threaten to terminate without the client's authorization.
- Do not delay in preparing for deadlines. Advise your clients in advance of upcoming deadlines to avoid 11th hour issues.


LET'S DISCUSS!



37

GENERAL PRACTICE

Contract Terminations




- CREC Rule 7.1-Use of Standard Forms
- Contract to Buy and Sell Real Estate
- Notice to Terminate
- CREC-Approved Contracts and Forms: <https://dre.colorado.gov/real-estate-broker-contracts-and-forms>

38

GENERAL PRACTICE



Referral Business



Practical Scenario


Broker has been working for 20 years and has not needed to advertise services for the better part of 10 years. 100% of her business is referral business.

Broker is deciding to retire soon, but wants to continue to earn some residual income.

39

GENERAL PRACTICE



Referral Business


Questions

- ? Does Broker have options to earn residual income from her referrals?
- ? What does Broker have to do to earn referral income?
- ? Does referral business affect Broker's liability for transactions?

40

40

GENERAL PRACTICE



Referral Business

Does Broker have options to earn residual income from her referrals?


LET'S DISCUSS!

- Provided that Broker complies with the Real Estate Settlement Procedures Act (RESPA), Broker can receive incentives or things of value under certain conditions.
- Specifically, payment of cooperative referral arrangements is permissible.

41

41

GENERAL PRACTICE



Referral Business

What does Broker have to do to earn referral income?

LET'S DISCUSS!

- Broker must maintain an ACTIVE license. An INACTIVE license is not sufficient to receive referrals
- Broker must comply with RESPA
- Broker must provide a name to another real estate Broker where an actual introduction of business is established to receive a referral fee for reasonable cause.
- ! Brokers or Brokerage Firms who pay or receive a prohibited referral fee in violation of RESPA would also be considered in violation of Colorado license law.

42

42


GENERAL PRACTICE

Referral Business

Does referral business affect Broker's liability for transactions?

- Provided that the referral agreement is entered into between the Brokers' respective Brokerage Firms at the time the referral is made, liability for the referring broker is limited.
- ! Referring brokers need to be aware of negligent referrals. Know who you are referring your consumers to.
- ! Commissions or fees may be received where the commission or fee was earned prior to that Broker's or Brokerage Firm's suspension, revocation, expiration, or transfer to Inactive status.


LET'S DISCUSS!

 43


43

GENERAL PRACTICE

Referral Business




- ★ Rule 6.21-Referral Fees and RESPA
- ★ 12 U.S.C., Chapter 27, Section 8-Real Estate Settlement Procedures Act
- ★ CP 3 - RESPA and Referral Fees
- ★ Rule 6.26.D-Actions when License is Suspended, Revoked, Expired or Inactive

 44

44

GENERAL PRACTICE

Leasing Issues




Most laws and regulations passed in recent legislative sessions apply to anyone who owns or manages a residential rental property.

This includes:

1. Brokers managing properties for others professionally
2. Brokers managing their own rentals
3. ALL owners/clients who have purchased a rental or are thinking about renting out their home


Accordingly, an overview of recent changes to leasing laws is appropriate.

 45

45

GENERAL PRACTICE


Leasing Issues



Practical Scenario

Broker owns a four unit residential property that includes 10 parking spaces. Other people living on the block regularly park without authorization in the parking lot.

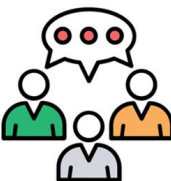
Broker has signage from an old towing company posted, and issued the towing company blanket authorization to tow when certain cars are parked in the lot.

 46




46


GENERAL PRACTICE

Leasing Issues



Questions

-  Does the Broker have to update its towing signage?
-  Can Broker give blanket permission to tow unauthorized vehicles?
-  Can Broker have authorized cars with expired registration towed?

 47

47

GENERAL PRACTICE


Leasing Issues

LET'S
DISCUSS!

Does the Broker have to update its towing signage?

Yes. Signage requirements were updated and modified by HB24-1051. Signs must be:

- At least two square feet in size
- Lettering not less than one inch in height
- Lettering color that contrasts
- View of sign cannot be obstructed and cannot be higher than 10 feet or lower than 3 feet.
- Printed in English and Spanish

 48

48

GENERAL PRACTICE


Leasing Issues

Can Broker give blanket permission to tow unauthorized vehicles?

No. Blanket permission is not allowed by HB24-1051. Before 24 hours of every tow, the towing company must receive written permission to tow.

- Permission must:
 - Not be pre-approved
 - Not be automated
 - Be signed by authorized person
- Authorization Form: <https://drive.google.com/file/d/136rGujG69qP9YvxiYzG/WwkKplEockQei/view>

LET'S DISCUSS!

 49

49


GENERAL PRACTICE

Leasing Issues

Can Broker have authorized cars with expired registration towed?

No. A vehicle cannot be towed from private property for expired registration alone. See section 40-10.1-405(7), C.R.S.


LET'S DISCUSS!

 50

50


GENERAL PRACTICE

Leasing Issues



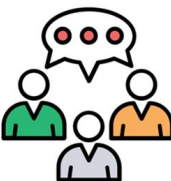
Practical Scenario

Broker manages 250 doors in a college community. The owner of the complex prefers to rent to students because students have a better history of paying rent because they have access to financial aid and family support. Owner directs Broker to not renew leases if the tenants are no longer students.

 51

51

GENERAL PRACTICE



Leasing Issues

4 Rent


Questions

- ? What is no-fault eviction?
- ? What notice is required to terminate a lease or refuse to renew for a no-fault eviction?
- ? Can Broker refuse to renew tenants' leases?

52

52

GENERAL PRACTICE



Leasing Issues

4 Rent

What is no-fault eviction?

No-Fault Eviction is defined in statute. It allows non-renewal of a lease under certain and particular situations:


- Demolition or substantial repair or renovation
- Owner or owner's family moving back in
- Selling the property
- Refusal to sign a reasonable new lease
- Late payments at least 3 times during lease term - specifically outlined in bill

LET'S DISCUSS!

53

53

GENERAL PRACTICE



Leasing Issues

4 Rent

LET'S DISCUSS!

- ! Neither landlord or tenant can waive or modify the reasons for no-fault eviction.
- ! Mediation is required due to some tenant's income source or housing assistance.
- ! If landlord proceeds with an eviction in violation of law, HB24-1098 creates a civil cause of action and an affirmative defense to eviction for tenant.

54

54


GENERAL PRACTICE

Leasing Issues

What notice is required to terminate a lease or refuse to renew for a no-fault eviction?

- Written notice
- In English and Spanish (or any other language the landlord knows tenant speaks)
- Timely notice

LET'S DISCUSS!

 55

55

GENERAL PRACTICE

Leasing Issues

Timing of the Notice for Reasons Other Than No-Fault Eviction

Tenancy Duration		Notice Duration
1 year or longer		At least 91 days
6 months-less than 1 year		At least 28 days
1 month-less than 6 months		At least 21 days
1 week-less than 1 month		At least 3 days
Tenancy At Will		At least 3 days
Less than 1 week		At least 1 day

Federal CARES Act is still in effect requiring 30-day eviction notice for any property with federally backed loan per the Colorado Supreme Court.

LET'S DISCUSS!

 56

56


GENERAL PRACTICE

Leasing Issues

Can Broker refuse to renew tenants' leases?
For the reason stated in the scenario, no! In addition to no-fault restrictions, HB24-1098 requires **cause** for residential eviction. Cause includes:

- Squatters
- Nonpayment of rent
- Substantial/material/repeat violations
- For possession after a legal sale of the property


LET'S DISCUSS!

 57

57

GENERAL PRACTICE

Leasing Issues




Practice Pointers:

Landlords and Property Managers must comply with fair housing laws and not discriminate against protected classes at all times.

Eviction is a highly technical action and may have significant legal consequences if not handled properly.


Consult with your attorney, or direct your client to consult with their attorney BEFORE any eviction proceedings.



58

GENERAL PRACTICE

Leasing Issues




Practice Pointer:

This law does not apply to the “management or landlord of a mobile home park UNLESS:

- both the mobile home space and the mobile home are being rented to a mobile home resident or
- the mobile home park resident is NOT residing in the mobile home park under a lease-to-own agreement.


In these situations, a manager or landlord of a mobile home park is subject to the new law.”



59

GENERAL PRACTICE


Leasing Issues



Practice Pointer:

HB24-1098 does NOT apply to:


- (1) Short-term rental property
- (2) An initial lease of less than 12 months but does apply if a tenant is in the property for longer than 12 month
- (2) A residential premises or adjacent property which is occupied and maintained by the owner
- (3) A mobile home space occupied pursuant to a lease-to-own agreement, purchase option, or similar agreement
- (4) Employer-provided housing
- (5) A residential tenant who is not known to the landlord to be the tenant



60


GENERAL PRACTICE

Leasing Issues



Practical Scenario


Broker manages a series of row homes. After a bad traffic accident, Tenant is permanently disabled, requiring use of a wheelchair. Tenant requests that a ramp be installed to access the unit. Due to medical bills, tenant stated that he cannot afford to pay the cost of installation.






61


GENERAL PRACTICE

Leasing Issues



Questions

-  Can tenant require the owner to install a ramp?
-  If tenant cannot afford the installation, is the landlord responsible?
-  When tenant ends the lease, can the ramp be removed?



62


GENERAL PRACTICE

Leasing Issues

LET'S DISCUSS!

Can tenant require the owner to install a ramp?

- Colorado law requires that tenants are entitled to the full enjoyment of the premises.
- Any adjustments to the property that are deemed reasonable accommodations are required.



63


GENERAL PRACTICE


Leasing Issues


If tenant cannot afford the installation, is the landlord responsible?

Maybe. HB24-1318 was passed and became effective law August 7, 2024.

- The relevant question to determine responsibility is whether or not the accommodation is reasonable.

 Landlords and Brokers should not opine on whether an accommodation is reasonable. Consult with an attorney.

 LET'S DISCUSS!

 64

64


GENERAL PRACTICE


Leasing Issues

When tenant ends the lease, can the ramp be removed?

Yes.

- Cost of the removal, like the installation cost, is not clear.
- Landlord cannot condition approval of the installation on the tenant paying to remove the reasonable accommodation.
- Tenant is not required to restore the property to the original condition, but landlord can elect to do so.


 LET'S DISCUSS!

 65

65


GENERAL PRACTICE

Leasing Issues



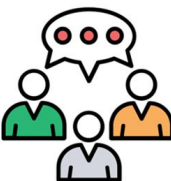
Practical Scenario

Broker is a property manager for 100 properties in a mountain community that were built in 1988 during Phase 1 of the community and do not have central air conditioning, but do have window air conditioning units. After a recent wildfire, many of the window units stopped operating and the weather forecast for next week is above 90 degrees for several days. Broker just received a letter from tenants to repair the A/C units.

 66

66


GENERAL PRACTICE



Leasing Issues

Questions

- ? What is the Warranty of Habitability and does it apply to A/C Units?
- ? After notice from the tenants, Broker orders new units which will arrive in 3 weeks. What do the Broker and Landlord do in the meantime?
- ? Can tenants withhold rent until the repairs are complete?





67

GENERAL PRACTICE

Leasing Issues

What is the Warranty of Habitability?

The Warranty of Habitability is a long standing legal concept in Colorado that EVERY residential rental agreement is deemed to warrant that the residential premises is fit for home habitation at the inception of the occupancy and that the landlord will maintain the residential premises as fit for human habitation.
See section 38-12-503, C.R.S.



68

GENERAL PRACTICE

Leasing Issues

Does it apply to window A/C units?

- Yes. The Warranty of Habitability applies to A/C if the units are supplied at the start of the lease
- Landlord must respond and fix situations within days as discussed on the next slide
- Landlord may be required to find and pay for tenant accommodation!

69


GENERAL PRACTICE

Leasing Issues

After notice from the tenants, Broker orders new units which will arrive in 3 weeks. What do the Broker and Landlord do in the meantime?

- Notice of breach by Tenant is required
- Tenant has burden to establish a breach
- Landlord must respond timely and remediate timely
- Landlord must commence remedial action within:
 - 24 hours where the condition **materially interferes with the tenant's life, health, or safety**, or
 - 72 hours where the residential premises are otherwise uninhabitable
- Communication during remediation is key!

LET'S DISCUSS!

 70

70

GENERAL PRACTICE

Leasing Issues

Practice Pointers:

Landlord or Property Manager should get an inspection within 24 hours.

For Property Managers, consider documenting any advice to landlord in writing.

LET'S DISCUSS!

 71

71


GENERAL PRACTICE

Leasing Issues

Interference with the tenant's life, health or safety requires, at the request of the tenant:

- Comparable dwelling unit or hotel room:
 - For up to 60 days
 - Within a reasonable distance
 - With at least the same number of beds
- If required for more than forty-eight hours, the unit must include a fridge and freezer and a range stove/oven or the landlord must provide a per diem for daily meals and incidentals for each tenant
- Landlord is responsible for reasonable costs that are incurred due to the tenant's relocation, including storage and transportation

LET'S DISCUSS!



 72

72

GENERAL PRACTICE

Leasing Issues


Can tenants withhold rent until the repairs are complete?
 No. Tenants must still pay rent, even while they are staying in a hotel or other comparable unit.


LET'S DISCUSS!  **Practice Pointer:** Warranty of Habitability issues span 41 pages and place many requirements on landlords. These issues are complicated and have legal ramifications. Consult with a licensed Colorado attorney that is versed in Landlord/Tenant laws.  73

73

GENERAL PRACTICE

Leasing Issues


LET'S DISCUSS!  **Practice Pointer:**


After January 1, 2025, every residential rental agreement requires a statement about the Warranty of Habitability in at least 12 point, **bold font**.  74

74

GENERAL PRACTICE

Leasing Issues

 **Practical Scenario**

Broker is a property manager and has numerous landlords who have been clients for many years. Broker has always effectively disclosed all markups to his clients. Broker does not require tenants to use his repair services, but tenants do use Broker's services. Broker has not disclosed any fees or markups received from tenants to the landlord.  75

75

GENERAL PRACTICE



Leasing Issues

4 Rent

Questions

- ? Are markups to landlord allowed?
- ? Are markups to tenants allowed?
- ? Does Broker need to disclose tenant markups to the landlord?



76

76

GENERAL PRACTICE



Leasing Issues

4 Rent

Markups to Landlord Permitted?
Yes. Markups are permitted.

Markups to Tenant Permitted?
Markups for tenants are permitted but are limited to EITHER 2% of the amount the landlord is billed or \$10.00, but not both, per month.


Disclosure Requirements?
ALL compensation paid to Broker must be disclosed to all parties, including customers, even if paid by tenant. Brokers and Brokerage firms must obtain prior written consent from the consumer to assess or receive markups or other compensation. CREC Rule 5.17.



77

77

GENERAL PRACTICE




Leasing Issues

4 Rent

Some additional bills that directly affect Leasing Issues from 2024:

- HB24-1007
- HB24-1091
- HB24-1259




78

78


GENERAL PRACTICE

Leasing Issues



HB24-1007: Residential Occupancy Limits


- Prohibits local governments from limiting the number of people who may live in a single dwelling **based on familial relationship.**
- Local governments still retain the authority to set occupancy limits based on:
 - Demonstrated health and safety standards (building codes, fire codes, etc.) or
 - Affordable housing program guidelines

 79

79

GENERAL PRACTICE


Leasing Issues



HB24-1091: Fire-Hardened Building Materials

Common Interest Communities are not allowed to prohibit the installation, use, or maintenance of fire-hardened building materials on a unit owner's property


- Siding
- Roofing
- Fencing

 80

80


GENERAL PRACTICE

Leasing Issues



HB24-1259: Rent Price Gouging

- Price gouging during a disaster period is unfair and unconscionable
- Prohibits rental increase of more than 10%

 81



81

GENERAL PRACTICE

Leasing Issues

Over the last several years, the laws related to property management, landlord/tenant, and leasing issues have evolved significantly. On the next few slides is a list of just some of the laws passed by the Colorado General Assembly in the last few years.

LET'S DISCUSS!

82

GENERAL PRACTICE

Leasing Issues

- SB18-010: Receipts and Copies
- SB18-015: Protecting Homeowners and Deployed Military Personnel Act
- HB19-1106: Rental Application Fees
- HB19-1118: Time to Cure Lease Violations
- HB19-1170: Residential Tenant Health and Safety Act

LET'S DISCUSS!




83

GENERAL PRACTICE

Leasing Issues

- HB19-1328: Bed Bugs
- HB20-1009: Suppressing Court Records of Eviction
- HB20-1332: Source of Income
- SB20-224: Immigrant Tenant Protection Act
- HB21-1121: Residential Tenancy Procedures
- SB21-173: Rights in Residential Lease Agreements


LET'S DISCUSS!





84


GENERAL PRACTICE

Leasing Issues



- HB22-1102: Veterans and Military Status in Fair Housing
- HB22-1314: Towing Carrier Nonconsensual Tows
- SB23-148: Concerning Property Used to Illegally Manufacture Drugs
- HB23-1254: Warranty of Habitability Expansion
- HB23-1120: Eviction Protections for Residential Tenants
- SB23-184: Protections for Residential Tenants





LET'S
DISCUSS!

85

GENERAL PRACTICE

Leasing Issues



- HB23-1099: Portable Tenant Screening Report
- HB23-1095: Prohibiting the Inclusion of Certain Provisions in Written Rental Agreements
- HB23-1068: Pet Ownership in Housing
- SB23-206: Environmental Hazards - Radon
- HB24-1286: Equal Justice Fund Authority
- HB24-1099: Defendant Filing Fees in Evictions







LET'S
DISCUSS!

86


GENERAL PRACTICE


Leasing Issues





- ▶ CREC Rule 5.17-Mark-Ups
- ▶ CREC Rule 6.21-Referral Fees and RESPA
- ▶ § 12-10-217(1)(t), C.R.S.
- ▶ Commission Position Statement 1-Contracts Provided By Principals Selling Real Property
- ▶ Commission Position Statement 22-Conflicts of Interest
- ▶ Seibel v. Colorado Real Estate Commission, 530 P.2d 1290 (Colo. App. 1974)
- ▶ Colorado General Assembly Bills:
<https://leg.colorado.gov/bills>






87



GENERAL PRACTICE

Social Engineering



What is Social Engineering?


- Malicious activities accomplished through human interactions including deception and manipulation of individuals with goal of divulging confidential or personal information that may be used for fraudulent purposes.

88



GENERAL PRACTICE

Social Engineering



Practical Scenario

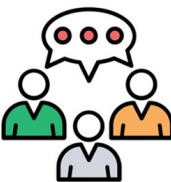
Broker uses a showing service to schedule and share entry credentials for its listing. A person (claiming to be a broker) contacts Broker directly saying that they have a very interested buyer, asks if the property is inhabited or not, and indicates their buyer is looking for a quick close. Broker gives entry credentials to the person.

89



GENERAL PRACTICE

Social Engineering



Questions

- ? What did the Broker do wrong?
- ? What could the Broker have done differently?

90

GENERAL PRACTICE

Social Engineering

LET'S DISCUSS!

What did the Broker do wrong?

- Broker should not have provided confidential information about the property or access to the property.

What could the Broker have done differently?

- Broker should have utilized the showing service.
- Broker should have verified license status of caller.

91

91

GENERAL PRACTICE

Social Engineering

Practice Pointers:

1. Social Engineering Scams are common.
2. Scams can affect buyers, sellers, landlords, tenants, brokers, title companies, and others involved in real estate transactions.
3. Brokers should be on the lookout for basic cues that might indicate fraud.

92

92

GENERAL PRACTICE

Social Engineering

Practical Scenario

Broker was contacted by the owner of a 35 acre parcel of land with a small cabin in unincorporated Pueblo County.

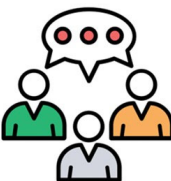
Seller has one brief telephone call with Broker and all communications thereafter are by email because Seller travels a lot for work. Broker researches ownership records in county records and the owner name matches the name of who they spoke to on the telephone.

As the transaction progresses, (1) Seller refuses to meet with the Broker, (2) Seller misspells his own name a few times in emails, and (3) Seller asks for a remote closing with a title company of their choosing that Broker never has worked with before.

93

93

GENERAL PRACTICE



Social Engineering


Questions

- ? What should the Broker be looking for from the Seller?
- ? What basic cues should Broker have picked up on?

94

94

GENERAL PRACTICE



Social Engineering

What should the Broker be looking for from the Seller?

- Identity of the consumer. Engage with the title company, neighbors, HOA Boards, assessor, deed, etc.

What basic cues should Broker have picked up on?


- The scenario addresses that (1) the Seller refused to meet with the Broker, (2) Seller misspelled his own name a few times, and (3) Seller asked for a remote closing with a title company of their choosing that Broker never has worked with before.

LET'S DISCUSS!


95

95

GENERAL PRACTICE



Social Engineering



Practice Pointer: Some brokers may rely on their legal counsel to make sure that they have practices in place to prevent security breaches or when they take on representation for people who are not the **real** owners.


Not all brokers have legal counsel at the ready. Therefore, all brokers need to be aware of the inherent risks and the increased frequency of these types of scams. Risks include both loss of reputation and disciplinary action.

96


96

GENERAL PRACTICE

Social Engineering



- ★ 12-10-404(2), 12-10-405(2) and 12-10-407(3), C.R.S.-Confidentiality Statutes
- ★ CREC Rule 6.3.D-Employing Broker Responsibilities




97

97


GENERAL PRACTICE

Data Security



Practice Pointer: Data Security is paramount in your practice. Commission Position Statement 30 was passed and became effective October 1, 2024. It addresses a variety of best practices for data security:

- Conducting a cybersecurity threat assessment
- Email security and use
- Password practices
- Access to networks, including public wi-fi
- Multi-factor Authentication (MFA)/2 factor authentication (2FA)
- Wire transfer safety




98

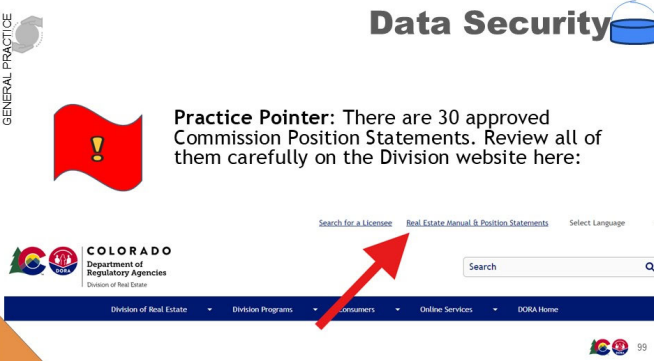
98

GENERAL PRACTICE

Data Security




Practice Pointer: There are 30 approved Commission Position Statements. Review all of them carefully on the Division website here:



Search for a Licensee | Real Estate Manual & Position Statements | Select Language


Search

Division of Real Estate | Division Programs | Consumers | Online Services | DORA Home




99




99


GENERAL PRACTICE 

Data Security




Important notes to discuss about Commission Position Statements generally:


-  CPs are approved by the Colorado Real Estate Commission.
-  CPs are not law. CPs should be interpreted as non-binding direction on relevant laws and regulations.
-  CPs offer important practice-related guidance to real estate practitioners.








100


GENERAL PRACTICE 

Data Security




Quick Tips To Keep Your Data and Your Consumers Data Safe from Social Engineering Scams!


-  Slow down
-  Research the facts
-  Do not let a link be in control of where you go
-  Be Aware of Hackers
-  Discuss these concepts with your consumer so that they are also on alert






101

GENERAL PRACTICE 

Data Security



-  CP 30-Data Security and Privacy:
<https://dre.colorado.gov/real-estate-manual-and-position-statements>
-  Broker Real Estate Advisory:
https://drive.google.com/file/d/1PQ_nHin4ZOmuzi_HUQCS1q4qhebh3vvue/view



102

GENERAL PRACTICE

Occupancy Agreements



Practical Scenario

Buyer and Seller enter into a Post-Closing Occupancy Agreement because the Seller needs 30 days to get out of the residence after closing. Buyer is moving from out-of-state and is in no rush, so they agree. Seller states that because they will be maintaining the property for 30 days, they do not want to pay rent. Buyer agrees and the parties sign an agreement with \$0.00/month rent and a \$3,000.00 security deposit.



103

GENERAL PRACTICE

Occupancy Agreements



Questions

- ? What is a Post-Closing Occupancy Agreement?
- ? Can rent be \$0.00 per month?
- ? Can the security deposit be \$3,000.00?



104

GENERAL PRACTICE

Occupancy Agreements

LET'S DISCUSS!

What is a Post-Closing Occupancy Agreement?


- an arrangement to rent-back a property to the sellers

Can rent be \$0.00 per month?

- Yes, but use caution

Can the security deposit be \$3,000.00?

- If rent is \$0.00, NO!



105

GENERAL PRACTICE

Occupancy Agreements

Practice Pointer:

Brokers are acting like a property manager or landlord in these situations. Compliance with applicable laws is required (ie-security deposits, fair housing, etc.)

It is essential for brokers to discuss and carefully review the terms with their buyers or sellers so they can understand and agree to the terms of the post-closing occupancy agreement.




106

GENERAL PRACTICE

Occupancy Agreements

REFERENCES

- ★ CREC-Approved Post-Closing Occupancy Agreement Form:
https://drive.google.com/file/d/1EbWUq_S6f85-OZ6ESPal-L_YXE71T40/view
- ★ Broker Practice Advisory:
https://drive.google.com/file/d/11LdfBqA7L_mcwHcYYPN6mZsoda2Lullf/view



107


GENERAL PRACTICE

N.A.R. Settlement

Background

What is the N.A.R. Settlement About?

- ❗ Over the last few years, numerous lawsuits have been filed across the country.
- ❗ In these cases, the plaintiffs generally **alleged** Realtors®:
 - conspired to earn more in fees
 - violated antitrust laws.




108


GENERAL PRACTICE

N.A.R. Settlement

Background Is there more to the N.A.R. Settlement story? Although the NAR Settlement has been approved by the Judge, what might happen next is still in flux. As these issues evolve, all licenses must stay on top of this:

- Check with your MLS about changes
- Take relevant Continuing Education Courses
- Discuss with your Managing Broker

 **Practice Pointer:** Colorado law, particularly the Uniform Duties, have not changed at all as a result of the N.A.R. Settlement

 109


109

GENERAL PRACTICE

N.A.R. Settlement

Background As licensees, why does the N.A.R. settlement matter?

- ❗ Many licensees are Realtors®
- ❗ Other licensees are “Participants” in Multiple Listing Services

 110


110

GENERAL PRACTICE

N.A.R. Settlement

Background Approaching the N.A.R. settlement since August 17, 2024. What has changed?

- Prohibited: Offers of compensation/cooperative commission agreement in MLS.
- Other changes
- ❗ License law and the terms of the N.A.R. settlement differ. It is NOT the law that requires these practice changes.
- ❗ Brokers must not misrepresent the law.

 111


111

GENERAL PRACTICE

N.A.R. Settlement

Practice Pointers:

- ! No Broker should refuse to show a property because of the amount of compensation that is offered.
- ! Every Broker should have a conversation with their consumer about compensation.
- ! The N.A.R. Settlement only applies to residential transactions. It does not apply to commercial transactions.
- ! Be aware of the exchange of confidential information and providing the Brokerage Disclosure to Buyer (BDB24-8-24).




112

GENERAL PRACTICE

N.A.R. Settlement

REFERENCES

- C.R.S. §12-10-301-When entitled to commission
- N.A.R. Settlement: <https://www.nar.realtor/sites/default/files/documents/nar-settlement-agreement-download-2024-04-19.pdf>
- N.A.R. Settlement FAQs: <https://www.nar.realtor/the-facts/nar-settlement-faqs>




113

GENERAL PRACTICE


CONTRACTS & FORMS

With a highlight of changes made to various existing CREC-approved contracts and forms and new forms created and approved by CREC, students will be able to better serve their clients.



114

GENERAL PRACTICE




CONTRACTS & FORMS

In August, 2024, 11 documents were updated by the Commission.


The Division provides redline and clean versions of the changed forms each year. These are provided for Brokers to review BEFORE and DURING the time that forms are effective. These redlined documents remain available until approximately October each year.

CREC-Approved Contracts & Forms Webpage:
<https://dre.colorado.gov/real-estate-broker-contracts-and-forms>



115


GENERAL PRACTICE



CONTRACTS & FORMS


Brokerage Disclosure To Buyer

- The first section of this document is unchanged.
- The first section of this document is NOT an agreement, it is ONLY a disclosure and must be provided to the consumer before the Broker solicits confidential information.



116


GENERAL PRACTICE



CONTRACTS & FORMS

Brokerage Disclosure To Buyer

- The second section of this document (shown on the next slide) has been added and can create an agreement between the parties regarding compensation (NOTE: The Buyer's Listing Contract does so as well)
- Brokers need to be reminded that CREC Rule 7.1 requires that if the Commission has approved a form, Brokers are required to use that form.



117

GENERAL PRACTICE

CONTRACTS & FORMS

Brokerage Disclosure To Buyer (con't)

BUYER'S BROKER'S COMPENSATION AGREEMENT

Compensation charged by brokerage firms is not set by law and is fully negotiable.

In consideration of the services to be performed by Buyer's Broker as Buyer's transaction-broker, Buyer's Broker's brokerage firm (Brokerage Firm) will be paid a fee equal to _____% of the purchase price or \$_____ (Success Fee) with no discount or allowance for any efforts made by Buyer or any other person. Unless approved by Buyer, in writing, Brokerage Firm is not entitled to receive additional compensation, bonuses, and incentives paid by Buyer, brokerage firm or seller.

The Success Fee is earned by Brokerage Firm upon Buyer's Broker performing services that result in Buyer entering into a contract to purchase property acceptable to Buyer and is payable upon closing of the transaction. If any transaction fails to close as a result of the seller's default, with no fault on the part of Buyer, the Success Fee will be waived. If any transaction fails to close as a result of Buyer's default, in whole or in part, the Success Fee will not be waived, such fee is due and payable upon Buyer's default, but not later than the date that the closing of the transaction was to have occurred.

Broker is authorized and instructed to request payment of the Success Fee from one or both of the following: (1) the seller's brokerage firm; (2) seller. Buyer is obligated to pay any portion of the Success Fee which is not paid by the seller's brokerage firm or seller, but only if Broker discloses to Buyer the amount Buyer must pay, in writing and prior to Buyer entering into a contract with the seller.

118

118

GENERAL PRACTICE

CONTRACTS & FORMS

- Contract to Buy and Sell Real Estate:
 - Residential
 - Residential Foreclosure
 - Income-Residential
 - Commercial
 - Land

906 29. BUYER'S BROKERAGE FIRM COMPENSATION. Buyer's brokerage firm's compensation will be paid, at Closing, as
 907 follows:
 908 29.1. _____% of the Purchase Price or \$_____ by Seller. Buyer's brokerage firm is an intended third-party
 909 beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is
 910 paying on behalf of Buyer elsewhere in this Contract.
 911 29.2. _____% of the Purchase Price or \$_____ by Buyer pursuant to a separate agreement between Buyer and
 912 Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.
 913 29.3. _____% of the Purchase Price or \$_____ by a separate agreement between Buyer's brokerage firm and
 914 Seller's brokerage firm.

119

119

GENERAL PRACTICE

CONTRACTS & FORMS


Contract to Buy and Sell Real Estate: Other Changes

- Paragraph 2.5: Inclusions
 - Home Warranty
 - Encumbered Inclusions
 - Leased Items
 - Solar Power Plan
- Paragraph 2.7: Water Rights/Well Rights
- Paragraph 4.5.3: Loan Limitations
- Paragraph 4.6: Assumption
- Paragraph 5.5: Buyer Representation of Principal Residence
- Paragraph 8.9: Mineral Rights Review
- Paragraph 24: Termination

120

120


GENERAL PRACTICE



CONTRACTS & FORMS


Contract to Buy and Sell Real Estate: Commercial

- Paragraph 10.6.4
 - References to the Americans with Disability Act (“the ADA”) were moved.



121


GENERAL PRACTICE




CONTRACTS & FORMS

Exclusive Right to Buy Listing Contract


- Compensation charged by brokerage firms is not set by law and is **fully negotiable**.
- Throughout the form, the term “Commission” was changed to “Compensation”.
- Paragraph 7: Compensation to Brokerage Firm

 **Practice Pointer:** Brokers should be reminded that an agreement is **REQUIRED** to act as an Agent.



122


GENERAL PRACTICE



CONTRACTS & FORMS

Exclusive Right to Sell Listing Contract

- Compensation charged by brokerage firms is not set by law and is **fully negotiable**.
- Throughout the form, the term Commission was changed to Compensation.
- Brokers have an obligation to disclose compensation offers made by Seller when authorized to do so and keep them confidential when NOT authorized to disclose.



123

GENERAL PRACTICE



Exclusive Right to Sell Listing Contract (con't)

- Paragraph 7: Compensation to Brokerage Firm

121 7. **COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO BUYER BROKERAGE FIRM.** Seller agrees that
 122 any Brokerage Firm compensation that is conditioned upon the Sale of the Property and the amount of Brokerage Firm as set forth
 123 herein without any discount or allowance for any efforts made by Seller or by any other person in connection with the Sale of the
 124 Property.

125 7.1. **Amount.** In consideration of the services to be performed by Buyer, Seller agrees to pay Brokerage Firm as follows:
 126

127 7.1.1. **Sale Compensation.** (1) _____% of the gross purchase price or (2) _____
 128 in U.S. dollars.

129 7.1.1.1. If Buyer's Brokerage Firm (i) procures a buyer; and (ii) the transaction results in a closing of the
 130 Sale of the Property to such buyer, Seller's Brokerage Firm shall agree to a compensation agreement with buyer's brokerage firm
 131 to contribute from the Sale Compensation an amount of _____% of the gross purchase price or \$ _____ in U.S. dollars to buyer's
 132 brokerage firm.

133 7.1.1.2. If Seller agrees to pay Buyer's brokerage firm pursuant to the contract between buyer
 134 and Seller, Seller's compensation to Seller's Brokerage Firm will be reduced by that amount not to exceed the buyer's brokerage
 135 firm compensation set forth in 7.1.1.1.


136 7.1.2. **Lease Compensation.** If a lease in § 3.6.2 is checked, Brokerage Firm will be paid a fee equal to (1) _____%
 137 of the gross rent under the lease, or (2) _____ in U.S. dollars, payable as follows:

138 Brokerage Firm agrees to contribute from the Lease Compensation to tenant's brokerage firm an amount of _____% of the
 139 gross rent or \$ _____ in U.S. dollars if (i) tenant's brokerage firm procures the tenant; and (ii) the tenant enters into a lease with
 140 owner or owner's agent for the Property.




124

GENERAL PRACTICE




Other Documents: Changes were made to address minor substantive changes to the following documents:

- Agreement to Amend/Extend Contract
- Counterproposal
- Residential Addendum to Contract to Buy & Sell Real Estate



125

GENERAL PRACTICE




REFERENCES


- ★ CREC Rule 7.1-Use of Standard Forms
- ★ Contracts & Forms Website:
<https://dre.colorado.gov/real-estate-broker-contracts-and-forms>
- ★ Colorado Bar Association Forms Store:
<https://cle.cobar.org/>



126

HB24-1175
 HB24-1152
 Common Interest Bills
 Other Laws Affecting Real Estate

LEGISLATION




127

127

LEGISLATION

NEW LEGISLATION
 RELATED TO OR AFFECTING THE
REAL ESTATE INDUSTRY



Practical Scenario

Broker regularly lists residential, commercial, and mixed-use properties. She works in Durango where there is an affordable housing shortage. She just listed a 10 unit mixed-use property with 2 commercial units and 8 affordable-housing residential units which were previously rental units.

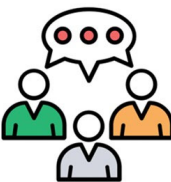
Broker receives 2 offers and a contract is signed. Broker schedules the closing. Broker is then contacted by the city, stating it wants to purchase the property.

128

128

LEGISLATION

NEW LEGISLATION
 RELATED TO OR AFFECTING THE
REAL ESTATE INDUSTRY




Questions

- ? What is a right of first refusal?
- ? What is a Qualifying Property?
- ? Where can Broker learn more about local government requirements for affordable housing?


129

129

LEGISLATION




NEW LEGISLATION
RELATED TO OR AFFECTING THE
REAL ESTATE INDUSTRY



What is a right of first refusal?

- A Right of First Refusal (ROFR) allows a third party to step in and match an existing offer
- HB24-1175 was passed and became law August 7, 2024 and grants a ROFR to local governments on certain qualifying properties in order to increase available affordable housing stock.


LET'S DISCUSS!




130

130

LEGISLATION




NEW LEGISLATION
RELATED TO OR AFFECTING THE
REAL ESTATE INDUSTRY



What is a Qualifying Property?

- A Qualifying Property is defined as a multifamily residential or mixed-use rental property consisting of not less than five units that is existing affordable housing, excluding a mobile home park.
- Goal: Increase available affordable housing stock
- Applies to residential and commercial practice


LET'S DISCUSS!




131

131

LEGISLATION



NEW LEGISLATION
RELATED TO OR AFFECTING THE
REAL ESTATE INDUSTRY





Where can Broker learn more about local government requirements for affordable housing?

- Local governments may opt to waive its right of first refusal by posting notice in a conspicuous location on its website

Practice Pointer: If buying or selling a qualified property, parties should check with the local government regarding any potential waiver.


LET'S DISCUSS!



132

132

LEGISLATION




NEW LEGISLATION
RELATED TO OR AFFECTING THE
REAL ESTATE INDUSTRY

Practical Scenario


Broker is the owner of several single-family homes for rental purposes near Fort Collins. Each home is in an HOA on parcels of 2 acres each.

Broker plans to build several Accessory Dwelling Units (ADUs) to increase rental income and reviews the association governing documents, but notes ADUs are not permitted. Nevertheless, she reaches out to the board and submits an architectural design plan/request.





133

LEGISLATION




NEW LEGISLATION
RELATED TO OR AFFECTING THE
REAL ESTATE INDUSTRY

Questions


? Can the board deny Broker's request to build several ADUs?

? Must the Broker provide additional off-street parking to address additional residents?





134

LEGISLATION



NEW LEGISLATION
RELATED TO OR AFFECTING THE
REAL ESTATE INDUSTRY


LET'S DISCUSS!

Can the HOA board deny Broker's request to build several ADUs?


- No. HB24-1152 allows single ADU-use as an accessory to a single-unit detached dwelling in a "subject jurisdiction".
- In Common Interest Communities, no provision of a Declaration, Bylaw, or Rule may restrict the creation of an ADU as an accessory use to any single-unit detached dwelling.

Must the Broker provide additional off-street parking?

- That depends. If there is an existing driveway/garage/parking, additional parking is not required.







135

LEGISLATION 


NEW LEGISLATION
RELATED TO OR AFFECTING THE
REAL ESTATE INDUSTRY

Bills Specific to Common Interest Communities (01 of 02):

-  **HB24-1337:** Changes the process and requirements by which an HOA board can foreclose on a lien.
-  **HB24-1383:** Clarifies who has authority to sign an HOA Declaration. It must be executed by, or on behalf of, the owner of the real estate.
-  **SB24-021:** Increases the number of units allowed from ten (10) to twenty (20) units for associations to be considered a Limited Expense Community pursuant to the Colorado Common Interest Ownership Act





 136


136

LEGISLATION 


NEW LEGISLATION
RELATED TO OR AFFECTING THE
REAL ESTATE INDUSTRY

Bills Specific to Common Interest Communities (02 of 02):

-  **HB24-1233:** HOA Boards must update their Collection Policy regarding collection on delinquent accounts owned by a unit owner.
-  **SB24-064:** The bill directs the Judicial Department to gather and make public information pertaining to residential eviction data.
-  **SB24-134:** Common Interest Communities may no longer enforce any covenant or restriction that would prohibit a unit owner from operating a home-based business.
-  **SB24-145:** Covenants, Rules or Restrictions which are discriminatory on the basis of race, color, religion, national origin, sex, familial status, disability, or other personal characteristics have long been unenforceable and now can be changed more easily by Boards or Unit Owners.



 137


137

LEGISLATION 

NEW LEGISLATION
RELATED TO OR AFFECTING THE
REAL ESTATE INDUSTRY

Other Laws Bills Affecting Real Estate (01 of 02)

-  **HB24-1267:** Metropolitan Districts that enforce covenants and design review services must have a written Dispute Resolution Policy and are prohibited certain public policy prohibitions
-  **HB24-1302:** Towns, cities, school districts, special districts, and taxing authorities must disclose each tax levy as a part of their annual certification

 138

138

LEGISLATION

NEW LEGISLATION
RELATED TO OR AFFECTING THE
REAL ESTATE INDUSTRY

Other Laws Bills Affecting Real Estate (02 of 02)

- HB24-1451:** Expansion of the CROWN Act: hair length, as a trait associated with one's race, is a protected trait.
- SB24-005:** Local entities must comply with certain water-wise activities.
- SB24-058:** Specific signage is required to limit liability against recreational users of the property for private landowners

139

139

New CREC Rules
2025 CREM
Division Website Updates
Resources For Licensees & Consumers
Feedback Survey
Examination

Commission News & Resources

140

140

COMMISSION NEWS

CREC Rules Updated: March 30, 2024

During 2024, the Colorado Real Estate Commission approved updated the Colorado Real Estate Commission Rules (4 CCR 725-1).

Rules & Notices of Rule Making Hearings

Division Program Rules

141

141

COMMISSION NEWS


2025 Colorado Real Estate Manual

The 2025 Colorado Real Estate Manual consists of information pertaining to the Division's licensing programs, applicable statutes, rules, position statements, landmark case law, and important real estate subject areas.

The manual is a beneficial resource for new licensees and seasoned real estate Brokers, mortgage loan originators, appraisers, and other real estate professionals and comes with an eBook download benefit to search the manual digitally.

The 2025 CREC Manual may be purchased from Lexis/Nexis at:

<https://store.lexisnexis.com/>




142

COMMISSION NEWS

Division of Real Estate Website

- Updated Contracts and Forms
- Licensee Advisories
- Consumer Advisories
- E-License: License Upgrades and Renewals
- Licensee & Public Disciplinary Action Look-Up
- Licensee and Common Interest Community Online Complaint Filing
- Education Pages
- BiMonthly Notifications and Quarterly Newsletters
- Abridged 2025 Real Estate Manual
- Division Rules
- Position Statements
- Colorado Open Records Act (CORA) Requests
- HOA Information & Resource Center program page and Frequently Asked Questions
- Link to Division's YouTube Channel With Even More Information



143

RESOURCES


Colorado Foreclosure Protection Act Guidance:
<https://dre.colorado.gov/division-notifications/understanding-the-colorado-foreclosure-protection-act>

Tenant and Owner Assistance from the Department of Local Affairs:
<https://doh.colorado.gov/im-a-resident>

Active Military for Foreclosures - Servicemembers Civil Relief Act
 877-827-3702

Colorado Foreclosure Hotline
 1-877-601-HOPE

Colorado Housing Connects
www.coloradohousingconnects.org
 1-844-926-6632



144

FEEDBACK


Your feedback is very important to the Division of Real Estate and is taken into consideration when creating the Annual Commission Update course each year.

The feedback will help: (1) the Education Task Force develop future courses and (2) provide instructors with input on their teaching of the course. Help your fellow licensees and help your practice at the same time.


Feedback may be sent by using the survey link below:

<https://www.surveymonkey.com/r/SWY2P2M>

We Value Your Feedback!




SUGGESTION BOX



145

EXAMINATION


Time to Test Your Knowledge



There are two versions of the exam.
Estimated time for an exam is 10 minutes.

At least one exam version must be passed to earn a course completion certificate.

To obtain a passing score, at least 70% of the questions must be answered correctly.



146
