

An Ethnographic Case Study of an Eviction

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This case study examines systemic inefficiencies within Colorado's residential eviction process through an ethnographic analysis of a single landlord-tenant dispute. Guided by the research question, to what extent do procedural complexity, institutional fragmentation, and enforcement delays contribute to managerial inefficiencies and financial losses for small-scale landlords, the study documents how legally compliant actions can result in prolonged delays, escalating costs, and uncertain outcomes. Drawing on detailed narrative evidence, the case illustrates how courts, attorneys, housing authorities, and sheriff's offices operate as loosely coordinated components within a fragmented system. Findings indicate that eviction outcomes are shaped less by statutory design than by a party's ability to navigate procedural requirements over extended time horizons. Procedural complexity, institutional fragmentation, and enforcement delays jointly generate cumulative inefficiencies, increasing transaction costs and reducing the predictability of legal outcomes. The study contributes to management policy literature by identifying how administrative burden and process misalignment transfer risk to individual stakeholders, with implications for improving system coordination and enforcement reliability.

Keywords: eviction, administrative burden, institutional fragmentation, housing policy, property management, regulatory compliance

INTRODUCTION

Landlords initiate eviction proceedings for several common reasons, including nonpayment of rent, lease violations, and holdover tenancy after lease expiration. Nonpayment of rent is the most frequent cause, followed by violations such as unauthorized occupants or property damage, and cases in which tenants remain in possession after the lease term has ended. Each of these scenarios requires formal legal action and adherence to statutory procedures.

This study presents an ethnographic case analysis of a residential eviction in Colorado, documenting a landlord's experiences navigating legal ambiguity, bureaucratic delays, and institutional inefficiencies at both the municipal and state levels. The case illustrates how operational challenges emerge not solely from individual errors, but from structural conditions characterized by procedural complexity, fragmented institutional roles, and limited coordination among key actors. These conditions create an environment in which compliance with legal requirements does not necessarily result in timely or effective resolution.

This study is guided by the following research question: To what extent do procedural complexity, institutional fragmentation, and enforcement delays within Colorado's eviction system contribute to managerial inefficiencies and financial loss for small-scale landlords?

To support this inquiry, the study examines where process breakdowns occur across the eviction lifecycle, how they affect operational outcomes, and which management and policy interventions may improve system performance. By analyzing a detailed case within its regulatory context, this study contributes to management policy literature by highlighting how administrative burden, process misalignment, and enforcement delays transfer risk to individual stakeholders and reduce the effectiveness of formally structured legal systems.

BACKGROUND

During the COVID-19 pandemic from 2019 through 2021, Colorado implemented a series of restrictions affecting residential evictions. At the federal level, Congress enacted the Coronavirus Aid, Relief, and Economic Security Act, which required landlords of certain covered properties to provide a 30-day notice period prior to initiating eviction proceedings under 15 U.S.C. 9058.

Although the federal eviction moratorium expired in July 2020, subsequent judicial interpretation extended aspects of these protections. In May 2023, the Colorado Supreme Court ruled in *Arvada Village Gardens, LP v. Garate* that landlords of federally subsidized housing must continue to provide a 30-day notice of lease violations prior to filing for eviction. This ruling preserved key tenant protections established during the pandemic and applied them to properties with federally backed mortgage loans or participation in federal housing programs, including Section 8 and related assistance programs (Suoja, 2023).

As a result, eviction procedures in Colorado remain highly structured and strictly governed by statute. Landlords must comply with detailed notice requirements, service methods, and documentation standards in order to proceed legally. Even minor procedural errors may invalidate filings and require the process to restart, increasing both time and cost.

Beginning in 2025, Colorado expanded enforcement of its Fair Housing laws through the use of investigative testing, including undercover compliance monitoring. The Colorado Fair Housing Act mirrors the federal Fair Housing Act while adding state-specific protections, including creed, marital status, sexual orientation, and source of income. These provisions apply broadly across rental housing, home sales, lending, insurance, advertising, and homeowner associations, while providing limited exemptions for certain small-scale landlords.

Key compliance requirements for landlords and property managers include the following: prohibition of discrimination based on income source, including housing vouchers; use of tenant screening tools that do not produce disparate impacts on protected classes; neutral marketing language; consistent screening procedures applied to all applicants; reasonable accommodations for tenants with disabilities; and prohibition of retaliation against tenants who file complaints.

Recent statutory expansions of tenant protections have increased the administrative burden associated with property management. Landlords must now navigate overlapping federal and state requirements, evolving procedural rules, and heightened enforcement scrutiny. As a result, compliance requires careful documentation, legal awareness, and adherence to precise procedural standards (DENCO, 2025).

Collectively, these regulatory conditions increase procedural complexity and introduce multiple potential failure points, contributing to the managerial inefficiencies, delays, and financial risks examined in this study.

DISCUSSION

This ethnographic case study examines a 2025 residential eviction in Colorado, highlighting the financial, legal, and operational burdens imposed on a landlord due to tenant nonpayment. The narrative is organized into seven stages: (1) the initial lease period, during which the tenant appeared qualified and the landlord offered a newly renovated property; (2) the emergence of missed payments and repeated noncompliance leading to lease expiration without vacancy; (3) the formal initiation of eviction proceedings; (4) the court process, including presentation of evidence and evaluation of the tenant's claims; (5) the post-judgment phase, including clarification of the Sheriff's limited enforcement role and the landlord's responsibilities under the Writ of Restitution; (6) the logistical challenges associated with removing the tenant's belongings under strict time constraints; and (7) the effort to collect a \$14,700 monetary judgment, which required additional legal action.

This staged account provides a detailed examination of the eviction process as experienced in practice and illustrates how procedural complexity, institutional fragmentation, and enforcement delays generate cumulative costs and operational inefficiencies. The case demonstrates that even when legal requirements are met, outcomes may be shaped by delays, coordination gaps, and administrative burden across multiple actors.

The Early Days: Mary White Moves in

Joe Black leased a residential property to a tenant described here as "Mary White," a single mom with two kids (names are pseudonyms used for confidentiality). At the time of application, the tenant presented herself as employed in the nursing profession and sought improved housing conditions in a higher-performing school district for her children. A background check revealed no criminal history; however, her credit score was below average. Despite this, the tenant made a favorable impression during the screening process.

The lease agreement was reviewed in detail and included provisions on property maintenance, a pet restriction allowing one small dog, a no-smoking clause, and clearly defined terms for the security deposit and monthly rent. The lease term extended from April 1, 2024 through March 31, 2025.

The property itself had recently undergone substantial renovation. Improvements included a new roof, interior and exterior paint, updated flooring throughout, new appliances, and upgraded kitchen cabinetry with granite countertops. All three bathrooms were fully renovated. The home also featured a fenced backyard, a storage structure, and a view of Pikes Peak, making it competitive within the local rental market.

The agreed rental rate was \$2,000 per month, inclusive of utilities. Relative to the tenant's prior housing situation, this represented an increase in monthly cost but a significant improvement in space, amenities, and location. The tenant had previously paid approximately \$1,500 in rent, \$200 in utilities, and \$200 for off-site storage. The new arrangement provided expanded living space and access to higher-quality neighborhood resources.

From the landlord's perspective, the investment appeared financially viable. Approximately one year after the COVID-era disruptions, the property was appraised at \$300,000 following \$80,000 in renovations. The landlord secured financing at 4.5%, resulting in a monthly principal and interest payment of \$1,520. Additional fixed costs included approximately \$250 per month in property taxes and insurance, plus an estimated \$150 per month in utilities, for a total of approximately \$1,920.

Based on these figures, the expected rental income provided a modest positive margin. Given the recent renovations, the landlord anticipated limited near-term maintenance costs and viewed the lease as a relatively low-risk investment. The tenant formally executed the lease agreement, paid the required deposit, and took possession of the property.

Broken Promises and Bounced Checks: The Lease Unravels

The tenant paid the first month's rent of \$2,000 on time. Beginning in the second month, however, payments became inconsistent. The tenant submitted less than the required amount and indicated that a

forthcoming income tax refund would cover the shortfall. She also stated that she expected additional financial support from the state related to foster care assistance for one of her children.

The landlord granted a temporary payment delay based on these representations, anticipating that the outstanding balance would be resolved within a short period. However, the expected funds were not received. In subsequent communications, the tenant referenced additional anticipated income, including a potential work-related bonus, but these funds did not materialize.

By March 31, 2025, the end of the lease term, the tenant had accumulated \$5,500 in unpaid rent. The outstanding balance reflected a combination of partial, missed, and returned payments. The tenant requested additional time to resolve the balance and locate alternative housing. The landlord, despite prior payment irregularities, agreed to a 30-day extension beyond the lease expiration.

On April 7, the tenant made a partial payment of \$1,800, leaving an additional balance due. No further payments were made thereafter. By May 1, 2025, the tenant remained in possession of the property without meeting ongoing rental obligations.

At this point, the landlord initiated steps to regain possession of the property. After conducting preliminary research, including consultation with an artificial intelligence tool, the landlord prepared a formal Notice for Termination of Tenancy for Cause. The notice was completed using a template, included the tenant's identifying information and the amount owed, and was sent via certified mail.

The notice provided the tenant with 10 days from receipt to either cure the outstanding balance or vacate the property. After the expiration of this period, the tenant remained in possession and had neither satisfied the delinquent amount nor vacated. A second Notice for Termination of Tenancy for Cause was subsequently prepared, stating:

*“This letter serves as a Notice of Termination With Cause pursuant to Colorado Revised Statutes §13-40-104(1)(d) due to nonpayment of rent. You are hereby notified that your month-to-month tenancy at the premises located at [address] in Colorado Springs, CO 80918 is terminated effective **10 days from the date of this notice**, unless you cure the default described below by paying the full amount owed. As of the date of this notice, you are in arrears in the amount of \$7,700.00 for unpaid rent, including utilities, with partial payments and charges documented over the period from April 2024 through May 2025.”*

Legal Loopholes and Delayed Departures

Ten days after mailing the second Notice for Termination of Tenancy for Cause, the landlord visited the property to assess whether the tenant had vacated. The tenant remained in possession and indicated that she had recently obtained new employment but would not be able to vacate the property until June 22, 2025.

The landlord reiterated that the lease had expired on March 31, 2025, and that no rent had been received since April. He also noted that he remained responsible for ongoing financial obligations associated with the property, including mortgage payments, taxes, insurance, and utilities.

The tenant maintained her position on the revised move-out date and stated that continued requests for payment or for the vacancy could result in her seeking legal action, including a restraining order.

Following this interaction, the landlord retained legal counsel with experience in residential eviction matters. Upon review of the case, the attorney identified several procedural deficiencies that required corrective action.

First, the method used to deliver the prior eviction notices, certified mail, was no longer compliant with current Colorado requirements. Recent updates required personal service of eviction notices. Second, although the notices prepared by the landlord included the necessary substantive elements, including tenant identification, property address, amount owed, and a 10-day cure period, the format did not meet updated statutory requirements and would likely be rejected by the court.

As a result, the attorney advised initiating a new Demand for Compliance or Possession, effectively restarting the legal process. This notice was required to be served in person by a certified process server.

On June 10, 2025, the process server attempted service at the property. The tenant did not open the door but directed the process server, from an upper-level window, to leave the notice between the screen door

and the primary entrance. The process server completed service in accordance with procedural requirements.

Joe also signed a prepayment agreement with the law firm for several thousand dollars upfront to cover court fees, legal drafting, and court representation. For Joe, the legal process was finally moving forward. But so were his bills. The lawyer generated letter stated:

“I’m issuing this notice pursuant to Colorado Revised Statutes (C.R.S.) section (§) 13-40-106. MOVE OUT DATE. Unless you cure the grounds listed below, the Landlord terminates your tenancy as of: June 25, 2025 at 11:59 PM ... The grounds for eviction stated above constitute a default under the terms of the lease. If you fail to fix the default, the Landlord may start a court case to regain possession of the Premises. If the Landlord is forced to employ the court system to regain possession of the premises, you may be responsible for additional fees and costs of eviction including but not limited to attorney fees and court costs. This demand is made pursuant to C.R.S. § 13-40-106, as a result of your breach of the above-described covenants and conditions of the lease.”

Mounting Losses and Legal Notices

As the legal process progressed, the timeline extended into July 2025, and the landlord’s financial losses continued to accumulate. By this point, no rent had been received for three consecutive months, May, June, and July 1, 2025, resulting in \$6,000 in missed rental income. When combined with legal fees, unpaid utilities, and related expenses, total out-of-pocket losses had reached approximately \$9,700 and continued to increase.

During this period, the tenant remained in possession of the property.

With legal representation in place, the landlord proceeded to the next formal step in the eviction process. The tenant was served with a Demand for Compliance or Possession, as required under Colorado Revised Statutes (C.R.S.) § 13-40-111(1). This notice formally required the tenant to either satisfy the outstanding balance or vacate the premises.

The notice further indicated that failure to comply would permit the landlord to initiate a Forcible Entry and Detainer (FED) action, the statutory mechanism for pursuing eviction through the court system in Colorado.

“You (Mary White, the Defendant) are now involved in a court case to decide whether you should be evicted from your rental unit. Along with this summons, you will get a document called a Complaint. The Complaint will explain why the Landlord (the Plaintiff) is evicting you (cause/grounds/claims) and what they want the court to do (relief/damages). Your Next Steps: You must attend an introductory meeting on July 10th, 2025 (Return Date) and/or file a written answer.

“If you do not respond to the landlord's complaint by filing a written answer with the court on or before the date and time in this summons or appearing in court at the date and time in this summons, the judge may enter a default judgment against you in favor of your landlord for possession. A default judgment for possession means that you will have to move out, and it may mean that you will have to pay money to the landlord. In your answer to the court, you can state why you believe you have a right to remain in the property, whether you admit or deny the landlord's factual allegations against you, and whether you believe you were given proper notice of the landlord's reasons for terminating your tenancy before you got this summons.” C.R.S. § 13-40-111(1).

Return Date and the Tenant's Countermove

The tenant remained in possession of the property beyond the required move-out date of June 25, 2025, and no additional rent payments were received. As the eviction process advanced, the landlord's legal counsel identified the next procedural milestone, the Return Date.

The Return Date, scheduled for July 25, 2025, represented the tenant's deadline to respond to the Complaint filed by the landlord. The landlord was advised that personal appearance was not required at this stage, as legal counsel would manage the proceedings. However, he was instructed to remain available for consultation during the hearing if necessary. Between the filing of the Complaint and the Return Date, the case could proceed along several possible paths:

1. The tenant could fail to respond to the Complaint. In that case, the landlord's attorney could request a default judgment for possession following the Return Date. The timing of enforcement would depend on court scheduling and administrative processing.
2. The tenant could attempt to negotiate additional time or voluntarily vacate the property. Any negotiated agreement could be formalized through a court order. Alternatively, if the tenant abandoned the property without formal resolution, legal counsel would advise on the risks associated with reclaiming possession in the absence of a judgment.
3. The tenant could file an Answer, thereby contesting the eviction and triggering a trial. In this scenario, a hearing would typically be scheduled within approximately seven days. The landlord would then be required to appear in court and present supporting evidence, including documentation, testimony, and any relevant witnesses, in pursuit of a Judgment for Possession.

An additional procedural consideration involved payment. If the tenant tendered full payment of all outstanding rent and associated charges prior to final judgment, the landlord would be legally required to accept the payment and discontinue the eviction process. Partial payment, however, could be declined at the landlord's discretion.

The landlord was instructed to notify legal counsel immediately of any payment offers so that appropriate legal strategy could be determined.

On July 25, 2025, the Return Date occurred. The tenant remained in possession of the property and had not made additional rent payments. Rather than vacating or negotiating, the tenant filed an Answer, thereby initiating the trial phase of the eviction process.

The Tenant's Defense

In her court-filed Answer, the tenant disputed the landlord's accounting of unpaid rent and asserted that she had satisfied her rental obligations for several months. She claimed that the agreed monthly rent was \$1,800 rather than \$2,000 and stated that she possessed money order receipts documenting payments for December 2024, January 2025, and February 2025, which she contended were not accurately reflected in the landlord's records.

The tenant further asserted that the landlord had advised her to defer payment for March 2025 in order to address other financial obligations. She also indicated that she had made a rent payment in April 2025 and maintained that her delinquency began only in June and July 2025.

In addition, the tenant alleged that the landlord declined to establish a payment plan and engaged in repeated text communications she characterized as harassing.

However, communications submitted as part of the evidentiary record included messages in which the tenant expressed financial difficulty and acknowledged prior assistance from the landlord. In one such message, the tenant stated, *"I am ashamed and embarrassed, and after the help you have already extended my family, the last thing I wanted to do was explain that I need more help."* This correspondence presents a contrast with the tenant's characterization of prior interactions and introduces inconsistency within the record regarding the nature of the communications between the parties.

The Trial – Introductory Statements

The eviction hearing commenced with both parties consenting to have the matter heard by a magistrate rather than a county court judge. The magistrate confirmed this agreement on the record.

Counsel for the landlord presented an opening statement outlining the basis of the claim. The case was described as involving multiple months of unpaid rent and the absence of a valid housing voucher, despite prior representations by the tenant. Counsel stated that the landlord had made efforts to resolve the matter but had not received payment sufficient to cure the delinquency. It was further noted that no formal or documented habitability concerns had been raised by the tenant during the lease period.

Counsel indicated that evidence would be presented to substantiate the outstanding rent and requested both a judgment for possession and an award of monetary damages.

The magistrate clarified that, contingent upon the evidence presented, the court could issue a ruling on monetary damages accrued through the date of the hearing, while reserving the ability to assess additional amounts following post-eviction inspection of the property. The magistrate also emphasized that no findings or determinations had been made at that stage of the proceedings.

The defendant declined to provide an opening statement.

Cross-Examination of the Landlord

Joe Black, the landlord, was called as the first witness and sworn in. He testified that he represented a retirement trust that owned the rental property. A lease agreement was introduced and admitted into evidence, confirming a rental rate of \$2,200 per month and a one-year term from March 10, 2024 through March 31, 2025.

The landlord testified that, although the lease specified \$2,200 per month, he reduced the rent to \$2,000 following the tenant's representation of financial hardship and her stated intent to obtain a Section 8 housing voucher. The landlord indicated that the anticipated housing assistance was never approved.

The landlord further testified that the tenant remained in possession of the property beyond the lease expiration date of March 31, 2025 and had not made rent payments for several months. A rental ledger was introduced and admitted into evidence, documenting a pattern of underpayment and nonpayment based on bank records. The landlord confirmed that no late fees had been assessed.

Counsel for the landlord introduced a Demand for Compliance, served in person, requiring the tenant to vacate the property by June 25, 2025. The landlord confirmed that the tenant did not vacate by that date. At the time of service, the outstanding balance for unpaid rent totaled \$12,700, increasing to \$14,700 by the time of the July hearing.

Additional evidence was introduced from the local housing authority indicating that the tenant had not been approved for a Section 8 housing voucher. The landlord testified that this information was not known at the time of lease execution. Supporting exhibits included email correspondence between the landlord and the housing authority, documenting delays and inconsistencies in the tenant's application status. These communications indicated that the landlord became aware in April 2024 that the tenant was not the original applicant associated with the voucher.

The landlord also submitted photographic evidence of the property taken prior to the tenant's occupancy, documenting its condition following renovation. He testified that no formal complaints regarding habitability were received during the lease term.

The landlord concluded his testimony by stating that total unpaid rent through July 2025 amounted to \$14,700 and that no additional payments or verified housing assistance had been received.

Cross-Examination of the Tenant

Following the conclusion of the landlord's testimony, the magistrate invited the tenant to conduct cross-examination. The tenant declined, stating that she had no questions.

Counsel for the landlord then rested the case, and the magistrate invited the tenant to present her defense.

The tenant asserted that discrepancies existed in the rental ledger and contended that the landlord's records did not accurately reflect certain payments. In particular, she stated that payments made in December 2024 were not properly recorded. She further indicated that her rent payments had not been fully reflected in the documentation submitted to the court.

The magistrate reviewed the admitted ledger and noted that it included a recorded payment of \$1,500 in December 2024. The tenant then questioned how payments were reflected in the Demand for Compliance, stating that the notice suggested a continuous period of nonpayment that did not align with her understanding of the payment history.

Counsel for the landlord clarified that the Demand for Compliance represented a cumulative calculation of outstanding rent, rather than a month-by-month accounting, and that payments were applied to the oldest outstanding balances. The landlord confirmed this explanation under oath, testifying that the ledger was based on bank deposit records and reflected a pattern of underpayment and missed payments during the tenancy. He further testified that no rent payments had been received since May 1, 2025.

The magistrate reviewed the evidence and identified total delinquency of approximately \$14,700 in unpaid rent. The court also referenced the applicable statute and indicated that the Demand for Compliance met the required legal standards.

The tenant did not present additional documentation or testimony and declined further examination, concluding her defense.

The Magistrate's Ruling

The magistrate invited the tenant to present any final evidence or testimony related to unpaid rent or habitability concerns. The tenant acknowledged that she had previously indicated the presence of property defects but clarified that no actual issues existed with the condition of the home.

The tenant further stated that she possessed money order receipts reflecting additional rent payments not included in the landlord's ledger. However, these documents were not submitted into evidence, and the tenant stated they had not been filed with the court, citing difficulties with the online submission process.

The magistrate reviewed the admitted rental ledger and noted that it already reflected several of the payments referenced by the tenant. A typographical error in the ledger, listing "12/01/2021" instead of "12/01/2024," was acknowledged by the landlord and corrected on the record during the proceedings. Aside from this correction, the magistrate did not identify additional material discrepancies in the ledger.

The court noted that any remaining differences in the accounting appeared limited in scope and that the tenant provided no supporting documentation to substantiate additional payment claims. The tenant ultimately declined to be cross-examined or provide documentation for her claims. The magistrate explained that without cross-examination or admissible evidence, the court had no basis to adjust the total amount claimed by the landlord. In final remarks, the magistrate noted that:

- The lease set the rent at \$2,200 per month, but the landlord voluntarily charged only \$2,000, giving the tenant a monthly discount of \$200.
- The landlord never assessed any late fees, even though the lease allowed them.
- A valid demand for compliance was served and the tenant had remained in the home without paying rent since May 1st, 2025.

Based on the evidence presented, the magistrate issued a judgment for possession in favor of the landlord, ordering the tenant to vacate the property.

The court also awarded a monetary judgment of \$14,700 for unpaid rent through July 22, 2025. The ruling provided that additional amounts could be assessed to account for unpaid rent accruing beyond the tenant's move-out date.

The judgment was entered into the public eviction record.

Post-Trial Meeting With the Lawyer

Following the court's ruling, the landlord met with legal counsel to review the next steps in the eviction process. Counsel explained that once a Judgment for Possession is entered, the tenant is legally required to vacate the property within 48 hours. If the tenant does not comply, the landlord may request issuance of a Writ of Restitution from the court.

A Writ of Restitution is a court order directing the Sheriff to remove occupants and restore possession of the property to the landlord. Once issued, the writ must be delivered to the Sheriff's office, along with payment of the required processing fee.

Execution of the writ is subject to statutory and administrative constraints. By law, the Sheriff may not execute the writ until at least 10 days after entry of the Judgment for Possession. In practice, scheduling limitations may extend the timeline, with actual enforcement occurring several weeks later, depending on the county's workload.

At the time of execution, the landlord is responsible for providing sufficient labor to remove the tenant's belongings from the property. This removal must typically be completed within a limited time window, often one to two hours, requiring advance coordination with a moving service. Based on the property's size, the moving company indicated that a large crew would be needed to complete the removal within the allotted timeframe.

Counsel further explained that monetary damages, including costs associated with property damage, debris removal, repairs, legal fees, late fees, and unpaid utilities, are not resolved at the possession hearing. Recovery of such damages generally requires a separate legal action. The landlord was advised that these options could be pursued following restoration of possession.

Enforcing the Writ of Restitution

Exactly 48 hours after the court ruling, the landlord received the "*Writ of Restitution*" from his attorney. This document officially authorized the removal of the tenant, who had remained on the property for 4 months without paying rent.

Acting immediately, the landlord printed the necessary documents and delivered them to the El Paso County Sheriff's Office. The Sheriff's department charged a \$200 fee plus mileage to post the eviction notice on the property.

However, Joe was told that due to a backlog of cases and limited personnel, the actual eviction could take 3 to 4 weeks to schedule. What was supposed to be resolved in late July would now likely extend into mid or late August, adding yet another month of lost rental income.

The Sheriff also explained that on the day of eviction, the landlord was responsible for providing sufficient labor to remove all the tenant's belongings within *one hour*. If this couldn't be done, the eviction would be rescheduled, causing further delay and expense.

Stunned, the landlord asked how it was even possible to empty an entire four-bedroom home in under 60 minutes. The Sheriff advised hiring a professional moving crew, clarifying that their job was simply to move everything to the front lawn, not to transport it elsewhere.

This meant that after losing months of rental income, the landlord now faced additional out-of-pocket costs just to remove the tenant's property. What began as a lease agreement had turned into a costly, months-long legal ordeal, one that still wasn't over.

Seeking a Money Judgment Collection

Following the eviction ruling, the landlord initially expected that the Sheriff's office would assist in recovering the \$14,700 in unpaid rent awarded by the court. He subsequently learned that the Sheriff's responsibilities were limited to posting the eviction notice and coordinating the physical removal of the tenant. Collection of monetary damages required separate legal action.

The landlord consulted legal counsel regarding recovery of the judgment. Counsel explained that if the tenant did not make a voluntary payment, the next step would be to pursue a writ of garnishment, a legal mechanism used to collect funds from wages or financial accounts.

Counsel further indicated that enforcement of monetary judgments typically falls outside the scope of eviction proceedings and recommended referral to an attorney specializing in collections law. This would require additional legal representation to pursue recovery of the awarded amount.

At this stage, the landlord had incurred approximately \$3,000 in legal fees associated with the eviction process, while the tenant remained in possession of the property for an extended period. Additional costs were anticipated, including expenses associated with property clearance, continued delays, and further legal action required to enforce the monetary judgment.

These developments illustrate the separation between possession proceedings and financial recovery, as well as the additional time, cost, and coordination required to convert a legal judgment into actual recovery.

Summary

This ethnographic case study examines a Colorado landlord's attempt to evict a tenant following extended nonpayment, illustrating how procedural complexity, administrative requirements, and enforcement delays contribute to financial loss and operational challenges. The tenant initially met screening criteria, including reported employment and absence of criminal history, and entered into a lease for a recently renovated residential property.

After timely payment of the first month's rent, subsequent payments became inconsistent, resulting in accumulated arrears of \$5,500 by the end of the lease term in March 2025. The landlord granted a 30-day extension; however, only one partial payment was made thereafter, and the tenant remained in possession of the property.

In an effort to comply with legal requirements, the landlord issued termination notices by certified mail, in accordance with available guidance. Changes in Colorado law, including updated service and formatting requirements, rendered these notices procedurally invalid, requiring the process to restart. Following engagement of legal counsel, a compliant Demand for Compliance was served in June 2025.

By July, outstanding balances exceeded \$9,700, and the tenant had not vacated the property. A formal eviction action was initiated, and the tenant filed a response disputing the landlord's accounting. During trial proceedings, the court reviewed the submitted evidence, including lease documentation, payment records, and communications, and issued a judgment for possession along with a monetary award of \$14,700 for unpaid rent.

Despite the judgment, enforcement delays extended the tenant's occupancy into late August due to scheduling constraints within the Sheriff's office. Execution of the writ required the landlord to coordinate and fund removal of the tenant's belongings within a limited time window. Recovery of the monetary judgment required additional legal action, including potential garnishment proceedings.

This case illustrates how Colorado's eviction system, characterized by detailed procedural requirements, administrative delays, and separation of legal functions, can result in extended timelines, increased costs, and uncertainty for property owners, even when statutory compliance is achieved.

The patterns observed in this case are consistent with emerging research on landlord behavior and eviction practices. Prior studies indicate that many landlords, particularly small-scale operators, seek to avoid formal eviction due to its cost, complexity, and uncertainty, often pursuing informal resolution strategies such as payment arrangements or voluntary vacancy agreements (Balzarini & Boyd, 2021). At the same time, broader evidence suggests that policy interventions, including eviction moratoria, may contribute to delayed rent payments and increased strain in landlord-tenant relationships, particularly among economically vulnerable populations (Tsai et al., 2022).

Research also emphasizes that eviction is best understood as an extended process rather than a discrete legal event, with landlords frequently relying on the threat of eviction to collect rent and secure behavioral compliance (Garboden & Rosen, 2019). Importantly, landlord decision-making varies by scale: small landlords are more likely to use individualized, relationship-based approaches, while larger landlords rely on more formalized, systematic enforcement practices (Henry, 2022).

Viewed in this context, the present case illustrates how these broader dynamics interact with procedural complexity and institutional fragmentation, producing outcomes that extend beyond individual disputes and reflect systemic features of the eviction process.

CONCLUSION

This ethnographic case study documents a series of compounding systemic challenges within Colorado's residential eviction process, including invalid notice formats, improper service methods, procedural resets triggered by technical errors, attorney and court delays, incomplete or disputed evidentiary

records, tenant nonresponse, and extended sheriff scheduling timelines. Collectively, these factors transformed what appears in statute to be a linear, time-bound legal process into a fragmented, protracted sequence, resulting in substantial financial losses, administrative burdens, and legal uncertainty for the property owner. Each issue carried legal consequences; however, these outcomes did not arise from unlawful conduct by the landlord, but rather from a compliance environment characterized by evolving requirements, procedural complexity, and institutional fragmentation.

Importantly, this case suggests that Colorado's eviction system does not fail because its underlying legal framework is inherently flawed. On paper, the statutes governing notice, service, judicial review, and enforcement are structured to balance tenant protections with property rights. In practice, however, the system operates through a sequence of loosely connected institutional actors, including landlords, attorneys, courts, housing authorities, and sheriff's offices, without consistent coordination, shared timelines, or mechanisms for early error identification. As a result, procedural missteps can trigger full process resets, enforcement delays may extend timelines, and successful judgments do not always translate into timely or complete recovery.

The findings indicate that eviction outcomes may be influenced less by substantive claims than by a party's capacity to navigate procedural requirements over extended periods. As demonstrated in this case, compliance with statutory requirements does not necessarily ensure efficient resolution or financial recovery. This gap between formal legal structure and operational execution may reduce system predictability, increase transaction costs, and create challenges for smaller landlords with limited capacity to absorb extended losses. Viewed through an ethnographic lens, Colorado's eviction process can be understood as cumulative and time-dependent, with delay playing a significant role in shaping outcomes.

In direct response to the research question, the evidence from this case indicates that procedural complexity, institutional fragmentation, and enforcement delays each contribute meaningfully, and in combination, to managerial inefficiencies and financial loss for small-scale landlords. Procedural complexity increases the likelihood of technical errors and process resets; institutional fragmentation reduces coordination across legal and administrative actors; and enforcement delays extend timelines during which costs continue to accrue without corresponding income. Together, these factors create a cumulative effect in which legal compliance alone is insufficient to ensure timely resolution or financial recovery, resulting in elevated transaction costs, prolonged uncertainty, and reduced operational predictability.

Managerial Implications

Ultimately, the landlord regained possession of the property and obtained a monetary judgment; however, the practical impact of these remedies did not fully offset the financial losses incurred. Despite adherence to statutory procedures, the landlord experienced unrecovered rent, property damage, and additional legal and administrative costs. Recovery of the awarded judgment remained uncertain due to the absence of reliable contact information and the procedural requirements associated with post-judgment enforcement.

This case highlights a structural distinction within the eviction system between legal determination and material recovery. While the legal framework provides mechanisms for regaining possession and awarding damages, the processes for enforcement and collection are separate, time-intensive, and often uncertain in outcome. As a result, landlords may achieve formal legal resolution without achieving full financial restitution.

From a policy perspective, this distinction raises questions about the classification and treatment of economic losses arising from prolonged nonpayment of rent. Although such losses are addressed in civil proceedings, the scale and duration of the financial exposure observed in this case suggest potential areas for further examination of enforcement mechanisms, recovery processes, and the alignment between legal remedies and practical outcomes.

From a managerial standpoint, the case also underscores the importance of proactive risk mitigation in tenant selection and lease administration. One approach involves more rigorous tenant underwriting to assess financial capacity and reduce the likelihood of default. Relevant documentation may include a

completed personal financial statement, verification of income through pay stubs or tax documents, confirmation of bank and investment account balances, credit history indicators, references from prior landlords, and background screening, where appropriate.

Following collection of this information, landlords may perform affordability assessments to evaluate a tenant's capacity to meet rental obligations. Common benchmarks include limiting rent to approximately one-third of gross income or applying broader ratios that consider total housing and debt obligations. Adjustments may be necessary to account for significant financial commitments, such as student loans, vehicle expenses, or insurance costs, which can affect available income for rent.

While enhanced screening and financial analysis cannot eliminate the risk of tenant default, these practices may reduce exposure to prolonged nonpayment and associated legal costs. In this context, the case illustrates the importance of integrating legal compliance with operational risk management to improve outcomes within the constraints of the existing system.

THE LANDLORD'S MORAL OUTRAGE

"I understand that theft of property worth at least \$5,000 but less than \$20,000 is a class 5 felony in Colorado. A sentence is: one to three years in prison with two years mandatory parole and/or a fine of \$1,000 to \$100,000, plus restitution payment to the victim. In contrast, I lost \$27,000 in unpaid rent, damages to my property and legal fees. This is equal to two years of social security payments! But, Colorado lawmakers don't care about landlords. They split hairs between criminal law and civil law, claiming that theft of \$5000 from a store is criminal and a felony, but loss of \$27,000 due to an errant renter-turned-squatter, and physical damages to a rental home are not." – Joe Black, Landlord

EPILOGUE

The landlord leased a four-bedroom, three-bathroom property with a two-car garage to the tenant for the period April 1, 2024 through March 31, 2025. Upon expiration of the lease, the tenant remained in possession of the property and requested additional time to secure alternative housing. The landlord granted a 30-day extension; however, the tenant did not vacate at the conclusion of that period. From April through August 2025, no rent payments were received, and the total outstanding balance reached \$14,700, including prior partial payment deficiencies. Following review of the evidence, the court issued a judgment for possession and a monetary judgment for unpaid rent.

After the tenant vacated the property in August 2025, the landlord conducted an inspection and identified multiple areas requiring repair. The condition of the property reflected damage to flooring, appliances, fixtures, and interior surfaces. Repair costs were estimated at \$12,663. When combined with unpaid rent, total financial impact exceeded \$27,000, including legal fees.

The tenant did not provide a forwarding address, and no updated contact information was available through postal records. As a result, immediate recovery of damages beyond the awarded judgment was limited.

Legal counsel advised the landlord to prepare a Security Deposit Accounting in accordance with Colorado law, including an itemized list of damages and application of the security deposit. If the outstanding balance remained unpaid, the landlord could pursue a separate legal action to recover additional damages. Counsel also recommended issuing a formal written demand for payment and attempting to obtain any available information regarding the tenant's location or employment for potential collection efforts.

The landlord reported that personal property remained at the premises following vacancy. Counsel advised that removal or disposal of such items should not occur without clear documentation of abandonment or appropriate legal authorization, noting potential liability associated with premature disposal. In the absence of a forwarding address or confirmed abandonment, recovery options remained

limited to the legal remedies previously obtained. Even when the law is functioning as designed, the distribution of risk within that system can produce outcomes that are disproportionately severe for retirees or individuals with limited financial resilience

Practical Guidance: Tenant Screening and Risk Mitigation for Small-Scale Landlords

Joe's experience also underscores the potential out-of-pocket and opportunity costs of a tenant default and subsequent eviction to a landlord and the importance to the landlord of rigorously underwriting the tenant's financial condition and ability to perform their obligations under the lease so as to minimize the risk of default and eviction. To perform a rigorous tenant underwriting, the landlord should obtain from the tenant:

- A completed Personal Financial Statement showing current income, expenses, assets and liabilities.
- Verification of current income from W-2s or pay stubs.
- Verification of current bank account balances
- Verification of current investment account balances
- Verification of current FICO score
- Positive reference from most recent landlord
- Criminal background check

Once the landlord receives this information, the landlord should perform an “affordability” or “ability to pay” calculation to ensure that the rent does not exceed 33% of gross income. For a more detailed analysis, the 28/36 rule is used, limiting total housing costs to 28% and total debt to 36% of gross income. Note that large student loan payments or large car loan payments and high automobile insurance costs can significantly reduce the amount of gross income available for rent, so the “ability to pay” calculation should be adjusted accordingly. While a rigorous tenant underwriting won't eliminate the risk of tenant default, it can minimize the risks of these costly events.

As Benjamin Franklin stated, “*An ounce of prevention is indeed worth a pound of cure.*”

While this case study focuses on the downstream experience of eviction within Colorado's legal framework, a related analysis of Housing Choice Voucher (Section 8) administration reveals that eviction risk is often rooted in upstream institutional failures. In particular, delays, communication breakdowns, and administrative inaction within public housing authorities can destabilize otherwise viable tenancies before formal eviction proceedings begin. When housing assistance is delayed or withdrawn without timely coordination, tenants may fall into arrears through no immediate fault of their own, and landlords—operating without financial backstops—absorb the resulting losses (Baker & Jackson, 2026).

Viewed in this broader context, eviction is not merely a legal remedy triggered by tenant noncompliance, but the final stage of a fragmented system in which support mechanisms and enforcement mechanisms operate independently rather than in coordination. The eviction process functions with procedural rigor, yet remains disconnected from the administrative systems designed to prevent housing instability in the first place. This structural separation increases the likelihood that manageable disruptions escalate into formal legal disputes.

The implication for management policy is clear: improving eviction outcomes requires not only procedural efficiency within courts and enforcement agencies, but also greater integration with upstream housing support systems. Without such coordination, eviction will continue to serve as a corrective mechanism for failures that originate elsewhere in the housing system.

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APPENDIX: EVICTION FLOW CHART

Start

1. Are there LEGAL GROUNDS for eviction?

(Required under C.R.S. § 38-12-1303)

- └─► YES → Go to Step 2
- └─► NO → Eviction prohibited; landlord must wait or use a permitted “no-fault” cause.
(Owner move-in, sale, renovation, etc.)

2. Identify the TYPE of eviction

- └─► NONPAYMENT OF RENT
 - 10-Day Demand for Payment (most tenants)
 - 30-Day Notice if tenant uses a subsidy/Voucher
- └─► LEASE VIOLATION
 - 10-Day Notice to Cure or Quit
- └─► SUBSTANTIAL VIOLATION
 - 3-Day Notice to Quit (criminal activity, danger)
- └─► NO-FAULT (just-cause required)
 - 90-Day Notice (sale, demo, owner move-in, repairs)

3. Landlord SERVES the Required NOTICE

(Proper service required; cannot be verbal.)

Tenant receives notice and gets chance to:

- 1) Pay (nonpayment cases)
- 2) Cure (fix violation)
- 3) Move out (quit notices)

4. Did the tenant FIX the issue before the notice expires?

- └─► YES → Eviction ends. Process stops.
- └─► NO → Landlord may file in court.

5. Landlord FILES an eviction (FED) case (C.R.S. 13-40-110)

- Filed in County Court (El Paso County for Colorado Springs)
- Landlord completes:
 - Complaint
 - Summons
 - Copy of notice
 - Lease + evidence
- Court schedules a hearing (usually 7–14 days)

6. Tenant is SERVED with the Summons & Complaint

- └─► Tenant MUST appear or file an Answer
- └─► If tenant does not appear → Default judgment for landlord

7. COURT HEARING (Eviction Trial)

Issues resolved:

- Whether proper cause existed
- Whether notice was proper
- Whether tenant cured
- Habitability defenses
- Retaliation
- Discrimination or Fair Housing issues

8. COURT DECISION

- ▶ Tenant WINS
 - Case dismissed
 - Tenant stays
- ▶ Landlord WINS
 - Court issues a "Judgment for Possession"
 - Court may also award back rent, costs, fees

9. WAITING PERIOD (At least 48 hours)

Court cannot immediately remove tenant.

10. WRIT OF RESTITUTION issued (C.R.S. § 13-40-122)

- Landlord requests writ
- Court sends writ to El Paso County Sheriff

11. SHERIFF SCHEDULES AND CONDUCTS THE SET-OUT

- Sheriff supervises removal
- Landlord must provide crew to move belongings
- Sheriff returns possession to landlord