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HOUSE BILL 462

57TH LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2025

INTRODUCED BY

Tara L. Lujan

AN ACT

RELATING TO HOUSING; INCREASING THE NOTICE PERIOD FOR
NONPAYMENT OF RENT.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. Section 47-8-1 NMSA 1978 (being Laws 1975,
Chapter 38, Section 1, as amended) is amended to read:

"47-8-1. SHORT TITLE.--[Sections 47-8-1 through 47-8-51]
Chapter 47, Article 8 NMSA 1978 may be cited as the "Uniform
Owner-Resident Relations Act"."

SECTION 2. Section 47-8-33 NMSA 1978 (being Laws 1975,
Chapter 38, Section 33, as amended) is amended to read:

"47-8-33. BREACH OF AGREEMENT BY RESIDENT AND RELIEF BY
OWNER.--

A. Except as provided in the Uniform Owner-Resident
Relations Act, if there is noncompliance with Section 47-8-22

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1 NMSA 1978 materially affecting health and safety or upon the
2 initial material noncompliance by the resident with the rental
3 agreement or ~~[any]~~ a separate agreement, the owner shall
4 deliver a written notice to the resident specifying the acts
5 and omissions constituting the breach, including the dates and
6 specific facts describing the nature of the alleged breach, and
7 stating that the rental agreement will terminate upon a date
8 not less than seven days after receipt of the notice if the
9 breach is not remedied in seven days.

10 B. Upon the second material noncompliance with the
11 rental agreement or any separate agreement by the resident,
12 within six months of the initial breach, the owner shall
13 deliver a written notice to the resident specifying the acts
14 and omissions constituting the breach, including the dates and
15 specific facts describing the nature of the alleged breach, and
16 stating that the rental agreement shall terminate upon a date
17 not less than seven days after receipt of the notice. If the
18 subsequent breach occurs more than six months after the initial
19 breach, it shall constitute an initial breach for purposes of
20 applying the provisions of this section.

21 C. The initial notice provided in this section
22 shall state that the rental agreement will terminate upon the
23 second material noncompliance with the rental agreement or any
24 separate agreement by the resident, within six months of the
25 initial breach. To be effective, ~~[any]~~ a notice pursuant to

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1 this subsection shall be given within thirty days of the breach
2 or knowledge thereof.

3 D. If rent is unpaid when due and the resident
4 fails to pay rent within [~~three~~] ten days after written notice
5 from the owner of nonpayment and [~~his~~] the owner's intention to
6 terminate the rental agreement, the owner may terminate the
7 rental agreement and the resident shall immediately deliver
8 possession of the dwelling unit; provided that tender of the
9 full amount due, in the manner stated in the notice, prior to
10 the expiration of the [~~three-day~~] ten-day notice shall bar
11 [~~any~~] an action for nonpayment of rent.

12 E. In any court action for possession for
13 nonpayment of rent or other charges where the resident disputes
14 the amount owed because [~~(1)~~] the resident has abated rent
15 pursuant to Section [~~47-8-27.2 or~~] 47-8-4 or 47-8-27.2 NMSA
16 1978 or [~~(2)~~] the owner has allocated rent paid by the resident
17 as payment for damages to the premises, then, if the owner is
18 the prevailing party, the court shall enter a writ of
19 restitution conditioned upon the right of the resident to
20 remedy within three days of entry of judgment. If the resident
21 has satisfied the judgment within three days, the writ shall be
22 dismissed. If the resident has not satisfied the judgment
23 within three days, the owner may execute upon the writ without
24 further order of the court.

25 F. Except as provided in the Uniform Owner-Resident

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1 Relations Act, the owner may recover damages and obtain
2 injunctive or other relief for ~~[any]~~ noncompliance by the
3 resident with the rental agreement or this section or Section
4 47-8-22 NMSA 1978.

5 G. In a judicial action to enforce a remedy for
6 which prior written notice is required, relief may be granted
7 based only upon the grounds set forth in the written notice
8 served; provided, however, that this shall not bar a defendant
9 from raising ~~[any and all]~~ defenses or counterclaims for which
10 written notice is not otherwise required by the Uniform Owner-
11 Resident Relations Act.

12 H. When the last day for remedying any breach
13 pursuant to written notice required under the Uniform Owner-
14 Resident Relations Act occurs on a weekend or federal holiday,
15 the period to remedy shall be extended until the next day that
16 is not a weekend or federal holiday.

17 I. If the resident knowingly commits or consents to
18 another person ~~[in the dwelling unit or on the premises]~~
19 knowingly committing a substantial violation, the owner shall
20 deliver a written notice to the resident specifying the time,
21 place and nature of the act constituting the substantial
22 violation and that the rental agreement will terminate upon a
23 date not less than three days after receipt of the notice.

24 J. In ~~[any]~~ an action for possession ~~[under]~~
25 pursuant to Subsection I of this section, it shall be a defense

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1 that the resident [~~is~~] was a victim of domestic violence during
2 the conduct. If the resident has filed for or secured a
3 temporary domestic violence restraining order as a result of
4 the incident that is the basis for the termination notice or as
5 a result of a prior incident, the writ of restitution shall not
6 issue. In all other cases [~~where~~] in which domestic violence
7 is raised as a defense, the court [~~shall have~~] has the
8 discretion to evict the resident accused of the violation,
9 while allowing the tenancy of the remainder of the residents to
10 continue undisturbed.

11 K. In [~~any~~] an action for possession [~~under~~]
12 pursuant to Subsection I of this section, it shall be a defense
13 that the resident did not know of, and could not have
14 reasonably known of or prevented, the commission of a
15 substantial violation by [~~any other~~] another person [~~in the~~
16 ~~dwelling unit or on the premises~~].

17 L. In an action for possession [~~under~~] pursuant to
18 Subsection I of this section, it shall be a defense that the
19 resident took reasonable and lawful actions in defense of
20 [~~himself~~] the resident, others or [~~his~~] property.

21 M. In [~~any~~] an action for possession [~~under~~]
22 pursuant to Subsection I of this section, if the court finds
23 that the action was frivolous or brought in bad faith, the
24 petitioner shall be subject to a civil penalty equal to two
25 times the amount of the monthly rent, plus damages and costs."

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