

HOUSE JUDICIARY COMMITTEE SUBSTITUTE FOR  
HOUSE BILL 111

**55TH LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2021**

AN ACT

RELATING TO HOUSING; CLARIFYING THE REQUIREMENT FOR A WRITTEN  
STATEMENT OF DEDUCTIONS IN CERTAIN CIRCUMSTANCES; INCREASING  
CERTAIN CIVIL PENALTIES; INCREASING THE TIME PERMITTED TO  
REMEDY NONPAYMENT OF RENT FOR A RENTAL AGREEMENT; INCREASING  
PERIODS OF TIME REQUIRED FOR NONPAYMENT NOTICES; REQUIRING THE  
ISSUANCE OF A JUDGMENT OF RESTITUTION PRIOR TO A WRIT OF  
RESTITUTION; CLARIFYING THAT ISSUANCE AND EXECUTION OF A WRIT  
OF RESTITUTION ARE STAYED DURING AN APPEAL; PROHIBITING AN  
OWNER FROM REFUSING TO RENEW OR SEEKING TO TERMINATE A RENTAL  
AGREEMENT DURING A DECLARED EMERGENCY OR DISASTER; ESTABLISHING  
THE STATE HOUSING COUNCIL; PROVIDING DUTIES; DECLARING AN  
EMERGENCY.

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

SECTION 1. Section 47-8-1 NMSA 1978 (being Laws 1975,

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underscoring material = new  
[bracketed material] = delete

1 Chapter 38, Section 1, as amended) is amended to read:

2 "47-8-1. SHORT TITLE.--~~[Sections 47-8-1 through 47-8-51]~~  
3 Chapter 47, Article 8 NMSA 1978 may be cited as the "Uniform  
4 Owner-Resident Relations Act"."

5 SECTION 2. Section 47-8-15 NMSA 1978 (being Laws 1975,  
6 Chapter 38, Section 15, as amended) is amended to read:

7 "47-8-15. PAYMENT OF RENT.--

8 A. The resident shall pay rent in accordance with  
9 the rental agreement. In the absence of an agreement, the  
10 resident shall pay as rent the fair rental value for the use of  
11 the premises and occupancy of the dwelling unit.

12 B. Rent is payable without demand or notice at the  
13 time and place agreed upon by the parties. Unless otherwise  
14 agreed, rent is payable at the dwelling unit. Unless otherwise  
15 agreed, periodic rent is payable at the beginning of any term  
16 of one month or less and otherwise in equal monthly  
17 installments at the beginning of each monthly period. The date  
18 of one month to the same date of the following month shall  
19 constitute a term of one month.

20 C. Unless the rental agreement fixes a definite  
21 term, the residency is week-to-week in the case of a person who  
22 pays weekly rent and in all other cases month-to-month.

23 D. If the rental agreement provides for the  
24 charging of a late fee and if the resident does not pay rent in  
25 accordance with the rental agreement, the owner may charge the

1 resident a late fee in an amount not to exceed ten percent of  
2 the ~~[total rent payment]~~ resident's portion of the rent payment  
3 for each rental period that the resident is in default. To  
4 assess a late fee, the owner shall provide notice of the late  
5 fee charged no later than the last day of the next rental  
6 period immediately following the period in which the default  
7 occurred.

8 E. An owner may not assess a fee from the resident  
9 for occupancy of the dwelling unit by a reasonable number of  
10 guests for a reasonable length of time. This shall not  
11 preclude charges for use of premises or facilities other than  
12 the dwelling unit by guests.

13 F. An owner may increase the rent payable by the  
14 resident in a month-to-month residency by providing written  
15 notice to the resident of the proposed increase at least thirty  
16 days prior to the periodic rental date specified in the rental  
17 agreement or, in the case of a fixed term residency, at least  
18 thirty days prior to the end of the term. In the case of a  
19 periodic residency of less than one month, written notice shall  
20 be provided at least one rental period in advance of the first  
21 rental payment to be increased.

22 G. Unless agreed upon in writing by the owner and  
23 the resident, a resident's payment of rent may not be allocated  
24 to any deposits or damages.

25 H. For each cash or money order payment made by a

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1 resident or on a resident's behalf, an owner shall provide the  
2 resident a written or electronic receipt that shall include the  
3 amount of the payment, the date of payment and the resident's  
4 name."

5 SECTION 3. Section 47-8-18 NMSA 1978 (being Laws 1975,  
6 Chapter 38, Section 18, as amended) is amended to read:

7 "47-8-18. DEPOSITS.--

8 A. An owner is permitted to demand from the  
9 resident a reasonable deposit to be applied by the owner to  
10 recover damages, if any, caused to the premises by the resident  
11 during [~~his~~] the term of residency. [~~(1)~~] Under the terms of  
12 an annual rental agreement, if the owner demands or receives of  
13 the resident [~~such~~] a deposit in an amount greater than one  
14 month's rent, the owner shall be required to pay to the  
15 resident annually an interest equal to the passbook interest  
16 permitted to savings and loan associations in this state by the  
17 federal home loan bank board on such deposit. [~~(2)~~] Under the  
18 terms of a rental agreement of a duration less than one year,  
19 an owner shall not demand or receive from the resident [~~such~~] a  
20 deposit in an amount in excess of one month's rent.

21 B. It is not the intention of this section to  
22 include the last month's prepaid rent, which may be required by  
23 the rental agreement as a deposit as defined in Subsection [D]  
24 E of Section 47-8-3 NMSA 1978. Any deposit as defined in  
25 [~~Paragraph (1) of~~] Subsection A of this section shall not be

1 construed as prepaid rent.

2 C. Upon termination of the residency, property or  
3 money held by the owner as deposits may be applied by the owner  
4 to the payment of rent and the amount of damages [~~which~~] that  
5 the owner has suffered by reason of the resident's  
6 noncompliance with the rental agreement or Section 47-8-22 NMSA  
7 1978. No deposit shall be retained to cover normal wear  
8 and tear. In the event actual cause exists for retaining any  
9 portion of the deposit for nonpayment of rent, late fees,  
10 utilities, repairs, cleaning or other legitimate damages or  
11 charges, the owner shall provide the resident with an itemized  
12 written list of the deductions from the deposit and the balance  
13 of the deposit, if any, within thirty days of the date of  
14 termination of the rental agreement or resident departure,  
15 whichever is later. The owner is deemed to have complied with  
16 this section by mailing the statement and any payment required  
17 to the last known address of the resident. [~~Nothing in this~~  
18 ~~section shall preclude the owner from retaining portions of the~~  
19 ~~deposit for nonpayment of rent or utilities, repair work or~~  
20 ~~other legitimate damages~~] If the statement and any payment are  
21 mailed but returned as undeliverable or if the last known  
22 address is the vacated dwelling unit, the owner shall serve at  
23 least one additional notice if an alternative address has been  
24 provided to the owner by the resident or the resident's  
25 representative.

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1           D. If the owner fails to provide the resident with  
2 a written statement of deductions from the deposit and the  
3 balance shown by the statement to be due, within thirty days of  
4 the termination of the tenancy, the owner:

5                   (1) shall forfeit the right to withhold any  
6 portion of the deposit for any charge, including rent other  
7 than the minimum periodic payment due under the lease for a  
8 dwelling accrued through the date of termination or resident  
9 departure, whichever is later, late fees, utilities, repairs,  
10 cleaning or other damages or charges;

11                   (2) shall forfeit the right to assert [~~any~~] a  
12 counterclaim in [~~any~~] an action brought to recover that  
13 deposit;

14                   (3) shall be liable to the resident for court  
15 costs and reasonable [~~attorneys'~~] attorney fees; and

16                   (4) shall forfeit the right to assert an  
17 independent action against the resident for [~~damages to the~~  
18 ~~rental property~~] any charge, including rent other than the  
19 minimum periodic payment due under the lease for a dwelling  
20 accrued through the date of termination or resident departure,  
21 whichever is later, late fees and other penalties, utilities,  
22 repairs, cleaning or other damages or charges. Notwithstanding  
23 any other provision of law, nothing in this section shall  
24 prevent the owner from retaining a portion of the deposit or  
25 bringing a separate action for the minimum periodic payment due

1 under the lease for a dwelling actually due prior to the  
2 resident vacating the premises.

3 E. An owner who [~~in bad faith~~] retains a deposit,  
4 or any portion thereof, knowing that retention to be in  
5 violation of this section is liable to the resident for a civil  
6 penalty in the amount of [~~two hundred fifty dollars (\$250)~~  
7 ~~payable to the resident~~] twice the amount improperly withheld."

8 SECTION 4. Section 47-8-33 NMSA 1978 (being Laws 1975,  
9 Chapter 38, Section 33, as amended) is amended to read:

10 "47-8-33. BREACH OF AGREEMENT BY RESIDENT AND RELIEF BY  
11 OWNER.--

12 A. Except as provided in the Uniform Owner-Resident  
13 Relations Act, if there is noncompliance with Section 47-8-22  
14 NMSA 1978 materially affecting health and safety or upon the  
15 initial material noncompliance by the resident with the rental  
16 agreement or [~~any~~] a separate agreement, the owner shall  
17 deliver a written notice to the resident specifying the acts  
18 and omissions constituting the breach, including the dates and  
19 specific facts describing the nature of the alleged breach, and  
20 stating that the rental agreement will terminate upon a date  
21 not less than seven days after receipt of the notice if the  
22 breach is not remedied in seven days.

23 B. Upon the second material noncompliance with the  
24 rental agreement or any separate agreement by the resident,  
25 within six months of the initial breach, the owner shall

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1 deliver a written notice to the resident specifying the acts  
2 and omissions constituting the breach, including the dates and  
3 specific facts describing the nature of the alleged breach, and  
4 stating that the rental agreement shall terminate upon a date  
5 not less than seven days after receipt of the notice. If the  
6 subsequent breach occurs more than six months after the initial  
7 breach, it shall constitute an initial breach for purposes of  
8 applying the provisions of this section.

9 C. The initial notice provided in this section  
10 shall state that the rental agreement will terminate upon the  
11 second material noncompliance with the rental agreement or any  
12 separate agreement by the resident, within six months of the  
13 initial breach. To be effective, ~~[any]~~ a notice pursuant to  
14 this subsection shall be given within thirty days of the breach  
15 or knowledge thereof.

16 D. If rent is unpaid when due and the resident  
17 fails to pay rent within ~~[three]~~ eleven days after written  
18 notice from the owner of nonpayment, ~~[and his]~~ the owner may  
19 terminate the rental agreement pursuant to this subsection.  
20 The notice shall state the owner's intention to terminate the  
21 rental agreement. The owner may terminate the rental agreement  
22 and the resident ~~[shall immediately deliver possession of the~~  
23 ~~dwelling unit; provided that]~~ shall deliver possession of the  
24 dwelling unit or seek redress in court in response to the  
25 owner's action for writ of restitution. The tender of the full



1 amount due, in the manner stated in the notice, prior to the  
 2 expiration of the [~~three-day~~] eleven-day notice shall bar any  
 3 action for nonpayment of rent.

4 E. In any court action for possession for  
 5 nonpayment of rent or other charges where the resident disputes  
 6 the amount owed because:

7 (1) the resident has abated rent pursuant to  
 8 Section 47-8-27.2 or 47-8-4 NMSA 1978; or

9 (2) the owner has allocated rent paid by the  
 10 resident as payment for damages to the premises, then, if the  
 11 owner is the prevailing party, the court shall enter a [~~writ of~~  
 12 ~~restitution~~] judgment conditioned upon the right of the  
 13 resident to remedy by depositing the judgment amount with the  
 14 court within [~~three~~] twenty-one days of entry of judgment. If  
 15 the resident has satisfied the judgment within [~~three~~] twenty-  
 16 one days, the [~~writ~~] judgment shall be vacated and the petition  
 17 as to that issue shall be dismissed. If the resident has not  
 18 satisfied the judgment [~~within three days, the owner may~~  
 19 ~~execute upon the writ without further order of the court~~] as  
 20 set by the court, the court shall issue the writ of restitution  
 21 without further order.

22 F. Except as provided in the Uniform Owner-Resident  
 23 Relations Act, the owner may recover damages and obtain  
 24 injunctive or other relief for [~~any~~] noncompliance by the  
 25 resident with the rental agreement or this section or Section

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1 47-8-22 NMSA 1978.

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

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

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

21 J. In any action for possession [~~under~~] pursuant to  
22 Subsection I of this section, it shall be a defense that the  
23 resident is a victim of domestic violence. If the resident has  
24 filed for or secured a temporary domestic violence restraining  
25 order as a result of the incident that is the basis for the

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1 termination notice or as a result of a prior incident, the writ  
 2 of restitution shall not issue. In all other cases [~~where~~] in  
 3 which domestic violence is raised as a defense, the court shall  
 4 have the discretion to evict the resident accused of the  
 5 violation, while allowing the tenancy of the remainder of the  
 6 residents to continue undisturbed.

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

12 L. In [~~an~~] any action for possession [~~under~~]  
 13 pursuant to Subsection I of this section, it shall be a defense  
 14 that the resident took reasonable and lawful actions in defense  
 15 of [~~himself~~] the resident, others or [~~his~~] the resident's  
 16 property.

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

22 SECTION 5. Section 47-8-37 NMSA 1978 (being Laws 1975,  
 23 Chapter 38, Section 37) is amended to read:

24 "47-8-37. NOTICE OF TERMINATION AND DAMAGES.--

25 A. The owner or the resident may terminate a week-

1 to-week residency by a written notice given to the other at  
2 least seven days prior to the termination date specified in the  
3 notice.

4 B. The owner or the resident may terminate a month-  
5 to-month residency by a written notice given to the other at  
6 least thirty days prior to the periodic rental date specified  
7 in the notice.

8 C. If the resident remains in possession without  
9 the owner's consent after expiration of the term of the rental  
10 agreement or its termination, the owner may bring an action for  
11 possession, and, if the resident's holdover is willful and not  
12 in good faith, the owner, in addition, may recover the damages  
13 sustained by ~~[him]~~ the owner and reasonable ~~[attorney's]~~  
14 attorney fees. If the owner consents to the resident's  
15 continued occupancy, Subsection C of Section ~~[15 of the Uniform~~  
16 ~~Owner-Resident Relations Act]~~ 47-8-15 NMSA 1978 applies."

17 SECTION 6. Section 47-8-39 NMSA 1978 (being Laws 1975,  
18 Chapter 38, Section 39, as amended) is amended to read:

19 "47-8-39. OWNER RETALIATION PROHIBITED.--

20 A. An owner may not retaliate against a resident  
21 who is in compliance with the rental agreement and not  
22 otherwise in violation of any provision of the Uniform Owner-  
23 Resident Relations Act. ~~[by increasing rent, decreasing~~  
24 ~~services or by bringing or threatening to bring an action for~~  
25 ~~possession because]~~ A resident may prove retaliation if:

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1                   (1) an owner brings or threatens to bring an  
2 action for possession, decreases services, increases rent,  
3 refuses to renew a rental agreement or serves a notice of  
4 termination under Section 47-8-37 NMSA 1978; and

5                   (2) the resident has within the previous six  
6 months:

7                   ~~[(1)]~~ (a) complained to a government  
8 agency charged with responsibility for enforcement of a minimum  
9 building or housing code of a violation applicable to the  
10 premises materially affecting health and safety;

11                   ~~[(2)]~~ (b) organized or become a member  
12 of a residents' union, association or similar organization;

13                   ~~[(3)]~~ (c) acted in good faith to  
14 exercise ~~[his]~~ the resident's rights provided ~~[under]~~ pursuant  
15 to the Uniform Owner-Resident Relations Act or any other law,  
16 order or regulation governing owner-resident relations,  
17 including when the resident makes a written request or  
18 complaint to the owner to make repairs to comply with the  
19 owner's obligations ~~[under]~~ pursuant to Section 47-8-20 NMSA  
20 1978 or any other law, order or regulation governing  
21 owner-resident relations;

22                   ~~[(4)]~~ (d) made a fair housing complaint  
23 to a government agency charged with authority for enforcement  
24 of laws or ~~[regulations]~~ rules prohibiting discrimination in  
25 rental housing;

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1                                   ~~[(5)]~~ (e) prevailed in a lawsuit as  
2 either plaintiff or defendant or has a lawsuit pending against  
3 the owner relating to the residency;

4                                   ~~[(6)]~~ (f) testified on behalf of another  
5 resident; ~~[or~~

6                                   ~~(7)]~~ (g) abated rent in accordance with  
7 the provisions of Section 47-8-27.1 or 47-8-27.2 NMSA 1978;

8                                   (h) complained to a gas, electric or  
9 water utility company about the functioning or safety of a  
10 mechanical device, utility service or owner-supplied appliance;  
11 or

12                                   (i) requested a reasonable accommodation  
13 for disability under the federal Fair Housing Act, Section 504  
14 of the federal Rehabilitation Act of 1973, the federal  
15 Americans with Disabilities Act of 1990, the Human Rights Act  
16 or any other applicable federal, state or local fair housing or  
17 human rights law.

18                                   B. If the owner acts in violation of Subsection A  
19 of this section, the resident ~~[is]~~ shall be entitled to the  
20 remedies provided in Section 47-8-48 NMSA 1978 and the  
21 violation shall be a defense in ~~[any]~~ an action against ~~[him]~~  
22 the resident for possession.

23                                   C. Notwithstanding the provisions of Subsection A  
24 of this section, the owner may increase the rent or change  
25 services upon appropriate notice at the end of the term of the

1 rental agreement or as provided [~~under~~] pursuant to the terms  
 2 of the rental agreement if the owner can establish that the  
 3 increased rent or changes in services are consistent with those  
 4 imposed on other residents of similar rental units and are not  
 5 directed at the particular resident, but are uniform.

6 D. The order of proof for any action or affirmative  
 7 defense under this section shall be that the resident shall be  
 8 required to prove that the resident has engaged in conduct  
 9 protected by this section. The owner shall then be required to  
 10 articulate a reason for the action that is not protected by  
 11 this section, and the resident shall then be required to prove  
 12 that the reason given by the owner is a pretext for retaliation  
 13 prohibited by this section."

14 SECTION 7. Section 47-8-40 NMSA 1978 (being Laws 1975,  
 15 Chapter 38, Section 40, as amended) is amended to read:

16 "47-8-40. ACTION FOR POSSESSION BY OWNER.--

17 A. Notwithstanding Subsections A, [~~and~~] B and C of  
 18 Section 47-8-39 NMSA 1978, an owner may bring an action for  
 19 possession, and dispute a claim of retaliation asserted by the  
 20 tenant, if:

21 (1) the violation of the applicable minimum  
 22 building or housing code was caused primarily by lack of  
 23 reasonable care by the resident or other person in [~~his~~] the  
 24 resident's household or upon the premises with the resident's  
 25 consent;

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1 (2) the resident is in default in rent;

2 (3) there is a material noncompliance with the  
3 rental agreement that would otherwise give rise to the owner's  
4 right to terminate the rental agreement;

5 (4) a resident knowingly commits or consents  
6 to any other person in the dwelling unit or on the premises  
7 knowingly committing a substantial violation; or

8 (5) compliance with the applicable building or  
9 housing code requires alteration, remodeling or demolition that  
10 would effectively deprive the resident of use of the dwelling  
11 unit.

12 B. The maintenance of an action under Subsection A  
13 of this section does not release the owner from liability under  
14 Section 47-8-20 NMSA 1978.

15 C. Any right of an owner to bring an action under  
16 this section shall be subject to the federal Fair Housing Act  
17 and other applicable fair housing and human rights laws."

18 SECTION 8. Section 47-8-43 NMSA 1978 (being Laws 1975,  
19 Chapter 38, Section 43, as amended) is amended to read:

20 "47-8-43. ISSUANCE OF SUMMONS AND TRIAL SETTING---

21 A. The summons shall be issued and directed, with a  
22 copy of the petition attached to the summons, and shall state  
23 the cause of the complaint, the answer day for other causes of  
24 action and notice that if the defendant fails to appear,  
25 judgment shall be entered against ~~him~~ the defendant. The

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1 summons may be served pursuant to the New Mexico rules of civil  
2 procedure and returned as in other cases. Trial of the action  
3 for possession shall be set as follows:

4 (1) for any matter brought by the owner for  
5 possession, not less than [~~seven or~~] fourteen days nor more  
6 than [~~ten~~] twenty-one days after the service of summons; or

7 (2) for [~~any~~] a matter brought by the resident  
8 for possession, not less than three or more than five days  
9 after the service of summons.

10 B. Upon finding of good cause, the court may  
11 continue the date of hearing on the action for possession [~~for~~  
12 ~~up to seven days from the date of the initial hearing~~].

13 C. To the extent practicable, the court shall  
14 maintain a resource list of nonprofit legal service providers  
15 and state and local entities that provide rental assistance to  
16 qualifying applicants. A copy of the resource list shall be  
17 provided to the plaintiff at the time of filing of the petition  
18 and shall be served by the plaintiff along with the summons and  
19 copy of the complaint upon the defendant."

20 SECTION 9. Section 47-8-46 NMSA 1978 (being Laws 1975,  
21 Chapter 38, Section 46, as amended) is amended to read:

22 "47-8-46. WRIT OF RESTITUTION.--

23 A. Upon petition for restitution filed by the owner  
24 if judgment is rendered against the defendant for restitution  
25 of the premises, the court shall declare the forfeiture of the

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1 rental agreement and shall, at the request of the plaintiff or  
2 ~~[his]~~ the plaintiff's attorney, issue a ~~[writ]~~ judgment of  
3 restitution ordering the resident to vacate the premises by a  
4 specified date; provided that the resident shall be allowed not  
5 less than fifteen days nor more than twenty days to vacate the  
6 premises after entry of judgment and, upon good cause shown,  
7 may be allowed additional time to vacate the premises, and for  
8 good cause shown in a restitution case based upon grounds  
9 involving dangerous or disruptive conduct by the resident, the  
10 time allowed the resident to vacate may be shortened to not  
11 less than seven days. If the resident does not vacate the  
12 premises within the time ordered by the judgment, the court  
13 shall issue a writ of restitution directing the sheriff to  
14 restore possession of the premises to the plaintiff ~~[on a~~  
15 ~~specified date not less than three nor more than seven days~~  
16 ~~after entry of judgment].~~

17 B. Upon a petition for restitution filed by the  
18 resident, if judgment is rendered against the defendant for  
19 restitution of the premises, the court shall, at the request of  
20 the plaintiff or ~~[his]~~ the plaintiff's attorney, issue a writ  
21 of restitution directing the sheriff to restore possession of  
22 the premises to the plaintiff within twenty-four hours after  
23 entry of judgment.

24 C. In cases filed based on nonpayment of rent, if  
25 at any time prior to entry of judgment or prior to expiration

1 of the period set by the court to vacate after entry of  
 2 judgment, or for any longer period as ordered by the court, a  
 3 resident tenders payment of all rent, costs, fees and interest  
 4 accrued as of that date or as ordered by the court, the  
 5 petition for writ of restitution shall be dismissed, any  
 6 judgment shall be vacated and the tenancy shall continue under  
 7 the rental agreement in place prior to the action by the owner.  
 8 Tender of amounts due may be made to the owner or to the court  
 9 to be held in escrow for distribution to the owner upon  
 10 dismissal of the petition."

11 SECTION 10. Section 47-8-47 NMSA 1978 (being Laws 1975,  
 12 Chapter 38, Section 47, as amended) is amended to read:

13 "47-8-47. APPEAL STAYS EXECUTION.--

14 A. If either party feels aggrieved by the judgment,  
 15 that party may appeal as in other civil actions. An appeal by  
 16 the defendant shall, automatically and without further order of  
 17 the court, stay the issuance and execution of any writ of  
 18 restitution. [provided that in] After a notice of appeal is  
 19 filed, no writ of restitution shall be executed except on order  
 20 of the court entered after the filing date of the appeal.

21 B. In cases in which the resident is the appellant,  
 22 [~~the execution of the writ of restitution shall not be stayed~~  
 23 ~~unless~~] the resident shall, within five days of the filing of  
 24 the notice of appeal, [~~pays~~] pay to the owner or into an escrow  
 25 account with a professional escrow agent an amount equal to the

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1 rental amount that shall come due from the day following the  
2 judgment through the end of that rental period. The resident  
3 shall continue to pay the monthly rent established by the  
4 rental agreement at the time the complaint was filed, on a  
5 monthly basis on the date rent would otherwise become due.  
6 Payments pursuant to this subsection by a subsidized resident  
7 shall not exceed the actual amount of monthly rent paid by that  
8 resident. When the resident pays the owner directly, the owner  
9 shall immediately provide a written or electronic receipt to  
10 the resident upon demand. When the resident pays into an  
11 escrow account the resident shall cause such amounts to be paid  
12 over to the owner immediately upon receipt unless otherwise  
13 ordered by the court. Upon the failure of the resident or the  
14 escrow agent to make [~~a~~] the first partial payment within five  
15 days of the filing of a notice of appeal or a monthly rent  
16 payment on the first day rent would otherwise be due, the owner  
17 may serve a [~~three-day~~] eleven-day written notice on the  
18 resident pursuant to Subsection D of Section 47-8-33 NMSA 1978.  
19 If the resident or the resident's escrow agent fails to pay the  
20 rent within the [~~three~~] eleven days, a hearing on the issue  
21 shall be scheduled within ten days from the date the court is  
22 notified of the failure to pay rent. In the case of an appeal  
23 de novo, the hearing shall be in the court in which the appeal  
24 will be heard. If, at the hearing, the court finds that rent  
25 has not been paid, the court shall immediately lift the stay

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1 and issue the writ of restitution unless the resident  
2 demonstrates a legal justification for failing to comply with  
3 the rent payment requirement.

4 C. If an owner refuses or is unavailable to accept  
5 a rent payment made pursuant to Subsection B of this section,  
6 the court shall permit the resident to pay the necessary amount  
7 to be held by the court.

8 [~~B.~~] D. In order to stay the execution of a money  
9 judgment, the trial court, within its discretion, may require  
10 an appellant to deposit with the clerk of the trial court the  
11 amount of judgment and costs or to give a supersedeas bond in  
12 the amount of judgment and costs with or without surety. Any  
13 bond or deposit shall not be refundable during the pendency of  
14 any appeal."

15 **SECTION 11.** A new section of the Uniform Owner-Resident  
16 Relations Act is enacted to read:

17 "[NEW MATERIAL] RENEWAL OF RENTAL AGREEMENT DURING A  
18 DECLARED EMERGENCY.--

19 A. In the event of a declaration of an emergency or  
20 disaster issued by the governor or a declaration of an  
21 emergency or disaster by joint resolution of the legislature  
22 that includes quarantine, isolation or social distancing  
23 measures and a moratorium is issued prohibiting or staying the  
24 issuance of a writ of restitution based on nonpayment of rent,  
25 an owner shall not refuse to renew or seek to terminate any

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1 rental agreement that expires during, or for thirty days after,  
2 the termination of the declaration of emergency or disaster if  
3 the residence is located in the geographical region covered by  
4 the declaration of emergency or disaster, if the owner's  
5 motivation for seeking to terminate or not renew a tenancy is  
6 nonpayment of rent.

7 B. A rental agreement that is renewed during the  
8 period of time provided in Subsection A of this section shall  
9 be for a month-to-month residency, unless the resident and  
10 owner agree to a longer term.

11 C. Nothing in this section shall prohibit an owner  
12 from:

13 (1) refusing to renew a rental agreement if  
14 the owner, in good faith, seeks to take possessions of the  
15 property for personal use and occupancy as a primary residence,  
16 or for the personal use and occupancy as a primary residence of  
17 a member of the owner's immediate family; or

18 (2) commencing an action for possession  
19 pursuant to Subsection A, B or I of Section 47-8-33 NMSA 1978."

20 SECTION 12. [NEW MATERIAL] STATE HOUSING COUNCIL--  
21 CREATION--MEMBERSHIP--DUTIES.--

22 A. The "state housing council" is created to serve  
23 as the state's interdisciplinary coordinating body to  
24 integrate, coordinate and align housing services and is  
25 administratively attached to the office of the governor. The

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1 administrative head of the state housing council is the  
2 "housing services officer", who shall be appointed by the  
3 governor with the advice and consent of the senate and shall  
4 serve at the pleasure of the governor. An appointed housing  
5 services officer shall serve and have all of the duties,  
6 responsibilities and authority of that office during the period  
7 of time prior to final action by the senate confirming or  
8 rejecting the officer's appointment.

9 B. The state housing council shall be composed of  
10 an executive committee and supporting members. The executive  
11 committee shall consist of:

12 (1) the housing services officer; and  
13 (2) two co-chairs, one of whom shall be the  
14 executive director of the New Mexico mortgage finance authority  
15 and the other of whom shall be appointed by the housing  
16 services officer from among the supporting members; provided  
17 that the housing services officer shall appoint a new co-chair  
18 every two years.

19 C. Supporting members of the council shall include:

20 (1) no less than five statewide  
21 representatives, appointed by the housing services officer, who  
22 have direct decision-making authority within their  
23 representative organizations and who represent those who:

24 (a) are committed to ending  
25 homelessness;

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- 1 (b) advocate for tenants' rights;
- 2 (c) are landlords and property owners;
- 3 (d) finance or develop housing;
- 4 (e) are tribal, public and regional
- 5 housing authorities; or
- 6 (f) are current tenants with experience
- 7 receiving services in New Mexico's publicly funded homeless and
- 8 housing service system;

9 (2) mayors of cities that host general  
10 population emergency shelters with one hundred or more beds  
11 that operate twenty-four hours a day, are available all year  
12 and receive state funding;

13 (3) a member of the senate appointed by the  
14 committees' committee of the senate, unless the senate  
15 appointment is made in the interim, in which case the president  
16 pro tempore of the senate shall make the appointment in  
17 consultation with, and with the agreement of, a majority of the  
18 members of the committees' committee;

19 (4) a member of the house of representatives  
20 appointed by the speaker of the house of representatives; and

21 (5) representatives from all state departments  
22 that have responsibilities for housing issues within their  
23 purview.

24 D. The state housing council shall meet at the call  
25 of the housing services officer. Meetings of the council shall



1 be subject to the Open Meetings Act. Members of the council  
2 are entitled to receive per diem and mileage as provided in the  
3 Per Diem and Mileage Act and shall receive no other  
4 compensation, perquisite or allowance.

5 E. The state housing council shall utilize existing  
6 agency resources to review and coordinate all state housing  
7 policies, priorities and strategies to ensure alignment,  
8 clarity, efficiency and accuracy regarding the provisions of  
9 housing services across the state.

10 F. The housing services officer may hire staff and  
11 contract for services to carry out the purposes of this  
12 section.

13 G. Annually, the council shall report to the  
14 legislative finance committee and any other appropriate interim  
15 committee no later than November 1 of each year.

16 SECTION 13. EMERGENCY.--It is necessary for the public  
17 peace, health and safety that this act take effect immediately.