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SENATE BILL 400

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

INTRODUCED BY

Antoinette Sedillo Lopez

AN ACT

RELATING TO REAL PROPERTY; ALLOWING RESIDENTS WHO ARE VICTIMS OF DOMESTIC VIOLENCE OR SEXUAL ASSAULT TO BE RELEASED WITHOUT PENALTY FROM RENTAL AGREEMENTS; PROVIDING THAT OTHER PARTIES TO THE RENTAL AGREEMENT MAY BE RELEASED FROM FINANCIAL RESPONSIBILITY AND ALLOWED TO ENTER INTO A NEW RENTAL AGREEMENT; PROVIDING THAT A PERSON ALLEGED TO HAVE COMMITTED DOMESTIC VIOLENCE OR SEXUAL ASSAULT MAY BE CIVILLY LIABLE TO AN OWNER REGARDLESS OF WHETHER THE PERSON WAS A PARTY TO THE RENTAL AGREEMENT; MAKING CONFORMING AMENDMENTS.

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

SECTION 1. 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.--

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1 A. Except as provided in the Uniform Owner-Resident
2 Relations Act, if there is noncompliance with Section 47-8-22
3 NMSA 1978 materially affecting health and safety or upon the
4 initial material noncompliance by the resident with the rental
5 agreement or ~~any~~ a separate agreement, the owner shall
6 deliver a written notice to the resident specifying the acts
7 and omissions constituting the breach, including the dates and
8 specific facts describing the nature of the alleged breach, and
9 stating that the rental agreement will terminate upon a date
10 not less than seven days after receipt of the notice if the
11 breach is not remedied in seven days.

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

23 C. The initial notice provided in this section
24 shall state that the rental agreement will terminate upon the
25 second material noncompliance with the rental agreement or

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1 [any] a separate agreement by the resident, within six months
2 of the initial breach. To be effective, [any] a notice
3 pursuant to this subsection shall be given within thirty days
4 of the breach or knowledge thereof.

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

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

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1 court.

2 F. Except as provided in the Uniform Owner-Resident
3 Relations Act, the owner may recover damages and obtain
4 injunctive or other relief for ~~[any]~~ noncompliance by the
5 resident with the rental agreement or this section or Section
6 47-8-22 NMSA 1978.

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

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

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

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1 J. In [~~any~~] an action for possession [~~under~~]
2 pursuant to Subsection I of this section, it shall be a defense
3 that the resident is a victim of domestic violence or of sexual
4 assault. If the resident has filed for or secured a temporary
5 domestic violence restraining order as a result of the incident
6 that is the basis for the termination notice or as a result of
7 a prior incident, the writ of restitution shall not issue. In
8 all other cases [~~where~~] in which domestic violence or sexual
9 assault is raised as a defense, the court shall have the
10 discretion to evict the resident accused of the violation,
11 while allowing the tenancy of the remainder of the residents to
12 continue undisturbed.

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

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

24 M. In [~~any~~] an action for possession [~~under~~]
25 pursuant to Subsection I of this section, if the court finds

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1 that the action was frivolous or brought in bad faith, the
2 petitioner shall be subject to a civil penalty equal to two
3 times the amount of the monthly rent, plus damages and costs."

4 SECTION 2. A new section of the Uniform Owner-Resident
5 Relations Act is enacted to read:

6 "[NEW MATERIAL] NO PENALTY TERMINATION OF RENTAL
7 AGREEMENT.--

8 A. A resident may terminate a rental agreement if
9 the resident provides to the owner written notice that the
10 resident is the victim of domestic violence or sexual assault
11 that occurred in the dwelling unit or on the premises. In that
12 case, the resident's rights and obligations pursuant to the
13 rental agreement are terminated and the resident shall vacate
14 the dwelling unit and avoid liability for future rent and shall
15 not incur early termination penalties or fees if the resident
16 provides to the owner a written notice requesting release from
17 the rental agreement with a mutually agreed on release date
18 within the next thirty days, accompanied by at least one of the
19 following:

20 (1) a copy of a protective order issued to the
21 resident who is a victim of domestic violence or sexual
22 assault; or

23 (2) a letter or form from a provider of
24 services for victims of domestic violence or sexual assault
25 that states that the resident is a victim of domestic violence

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1 or sexual assault in the dwelling unit or on the premises.

2 B. The resident may terminate the rental agreement
3 pursuant to this section only if the actions, events or
4 circumstances that resulted in the resident being a victim of
5 domestic violence or sexual assault occurred within the thirty-
6 day period immediately preceding the written notice of
7 termination to the owner unless the thirty-day limitation is
8 waived by the owner.

9 C. If the resident terminates the rental agreement
10 as prescribed by this section and if the resident is solely or
11 jointly liable on the rental agreement, the resident is liable
12 only for rent owed or paid through the date of the rental
13 agreement termination plus previous obligations outstanding on
14 that date. The amount due from the resident shall be paid to
15 the owner on or before the date the resident vacates the
16 dwelling unit. If the resident has prepaid rent that would
17 apply for the month in which the rental agreement is
18 terminated, the owner may retain the prepaid rent and no refund
19 is due to the resident. If the resident has paid a security
20 deposit, the owner shall not withhold the security deposit for
21 the early termination of the rental agreement if the resident
22 meets the requirements prescribed by Subsection A of this
23 section, but may withhold the security deposit for payment of
24 damages that the landlord suffered by reason of the resident's
25 damage to or failure to maintain the premises.

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1 D. An owner who installs a new lock at the
2 resident's request may retain a copy of the key that opens the
3 new lock. Notwithstanding any provision in the rental
4 agreement, the owner may refuse to provide a key that opens the
5 new lock to the person alleged to have committed domestic
6 violence or sexual assault in an order of protection or a
7 letter or form pursuant to Subsection A of this section.

8 E. An owner shall refuse to provide access to the
9 dwelling unit to reclaim property to a resident if the resident
10 is the person alleged to have committed domestic violence or
11 sexual assault against another resident in an order of
12 protection or a letter or form pursuant to Subsection A of this
13 section and who has been served with an order of protection
14 naming that resident as the defendant, and the owner has
15 received a copy of the order of protection, unless a law
16 enforcement officer escorts the resident into and out of the
17 dwelling unit.

18 F. A resident who terminates a rental agreement
19 pursuant to this section and who is convicted of falsely filing
20 an order of protection for domestic violence or sexual assault
21 is liable to the owner for treble damages for premature
22 termination of the rental agreement.

23 G. A person alleged to have committed domestic
24 violence or sexual assault in an order of protection or a
25 letter or form pursuant to Subsection A of this section who

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1 provokes an early termination of a rental agreement pursuant to
2 this section is deemed to have interfered with the rental
3 agreement between the owner and resident regardless of whether
4 the person named in an order of protection or a letter or form
5 pursuant to Subsection A of this section is a party to the
6 rental agreement, and the person named in an order of
7 protection or a letter or form pursuant to Subsection A of this
8 section may be civilly liable for all economic losses incurred
9 by an owner and for the domestic violence or sexual assault
10 early termination of the rental agreement. This civil
11 liability includes unpaid rent, early termination fees, costs
12 to repair damage to the premises and reductions or waivers of
13 rent previously granted to the resident who was the victim of
14 domestic violence or sexual assault.

15 H. If there are multiple residents who are parties
16 to a rental agreement that has been terminated pursuant to this
17 section, the tenancy for those residents also terminates. The
18 residents who are not the victims of domestic violence or
19 sexual assault, excluding the person alleged to have committed
20 domestic violence or sexual assault in an order of protection
21 or a letter or form pursuant to Subsection A of this section
22 that caused the termination of the rental agreement pursuant to
23 this section, may be released from financial obligations due
24 pursuant to the previously existing rental agreement and the
25 remaining residents may be allowed to enter into a new rental

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1 agreement with the owner if the residents meet all current
2 application requirements.

3 I. An emergency order of protection or a protective
4 order that is issued to a resident of a rental property
5 automatically applies to the entire residential rental property
6 in which the resident has a rental agreement."

7 SECTION 3. EFFECTIVE DATE.--The effective date of the
8 provisions of this act is July 1, 2025.