

HOUSE JUDICIARY COMMITTEE SUBSTITUTE FOR
HOUSE BILL 418

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

AN ACT

RELATING TO MOBILE HOMES; PROHIBITING INITIAL RENTAL AGREEMENTS
SHORTER THAN TWELVE MONTHS; CLARIFYING NOTICE REQUIREMENTS;
INCREASING THE PERIOD IN WHICH A WRIT OF RESTITUTION MAY BE
SERVED AFTER JUDGMENT; PROHIBITING LANDLORDS FROM UNREASONABLY
RESTRICTING THE SALE OF A MOBILE HOME; ELIMINATING A PARTY'S
OPTION TO TERMINATE A DISPUTE RESOLUTION PROCESS; REQUIRING
LANDLORDS TO DISCLOSE A MAILING ADDRESS IN A TERMINATION
ACTION; INCREASING THE NOTICE PERIOD FOR NONPAYMENT OF RENT;
PROHIBITING LANDLORDS FROM INCREASING RENT DURING LAND USE
CHANGE NOTICE PERIODS; REQUIRING LANDLORDS TO PROVIDE NOTICE OF
LAND USE CHANGE HEARINGS; REVISING CIVIL REMEDIES; INCREASING
THE AMOUNT A RESIDENT MAY RECOVER.

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

SECTION 1. Section 47-10-2 NMSA 1978 (being Laws 1983,

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underscoring material = new
[bracketed material] = delete

1 Chapter 122, Section 2, as amended) is amended to read:

2 "47-10-2. DEFINITIONS.--As used in the Mobile Home Park
3 Act:

4 A. "abandoned" means absence of the resident from
5 the mobile home, without notice to the landlord, in excess of
6 seven continuous days, providing such absence occurs after the
7 mobile home lot rent is delinquent;

8 B. "first lienholder" means a person or the
9 person's successor in interest who has a security interest in a
10 mobile home, whose interest has been perfected pursuant to the
11 provisions of Section 66-3-201 NMSA 1978 and whose interest is
12 prior to any other security interest in the mobile home;

13 ~~[A.]~~ C. "landlord" or "management" means the owner
14 or ~~[any]~~ a person responsible for operating and managing a
15 mobile home park or an agent, employee or representative
16 authorized to act on the management's behalf in connection with
17 matters relating to tenancy in the park;

18 ~~[B.]~~ D. "mobile home" means a single-family
19 dwelling built on a permanent chassis designed for long-term
20 residential occupancy and containing complete electrical,
21 plumbing and sanitary facilities designed to be installed in a
22 permanent or semipermanent manner with or without a permanent
23 foundation, which dwelling is capable of being drawn over
24 public highways as a unit or in sections by special permit.

25 "Mobile home" does not include a recreational travel trailer or

1 a recreational vehicle, as those terms are defined in Section
2 66-1-4.15 NMSA 1978;

3 E. "material" means:

4 (1) one or more substantial violations of the
5 rental agreement; or

6 (2) repeated minor violations of the rental
7 agreement that:

8 (a) disrupt the livability of the mobile
9 home park;

10 (b) adversely affect the health or
11 safety of a person or the right of a resident to the quiet
12 enjoyment of the leased premises and related facilities; or

13 (c) interfere with the management of the
14 park or have an adverse financial effect on the park;

15 [~~G.~~] F. "mobile home park", "trailer park" or
16 "park" means a parcel of land used for the continuous
17 accommodation of twelve or more occupied mobile homes and
18 operated for the pecuniary benefit of the owner of the parcel
19 of land, [~~his~~] the owner's agents, lessees or assignees.
20 "Mobile home park" does not include mobile home subdivisions or
21 property zoned for manufactured home subdivisions;

22 [~~D.~~] G. "mobile home space", "space", "mobile home
23 lot" or "lot" means a parcel of land within a mobile home park
24 designated by the management to accommodate one mobile home and
25 its accessory buildings and to which the required sewer and

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1 utility connections are provided by the mobile home park;

2 [E.] H. "premises" means a mobile home park and
3 existing facilities and appurtenances therein, including
4 furniture and utilities where applicable, and grounds, areas
5 and existing facilities held out for the use of the residents
6 generally or the use of which is promised to the resident;

7 [F.] I. "rent" means any money or other
8 consideration to be paid to the management for the right of
9 use, possession and occupation of the premises;

10 [G.] J. "rental agreement" means a written
11 agreement, including those conditions implied by law, between
12 the management and the resident establishing the terms and
13 conditions of a tenancy, including reasonable rules and
14 regulations promulgated by the park management. A lease is a
15 rental agreement;

16 [H.] K. "resident" means ~~any~~ a person or family
17 of ~~such~~ the person ~~owning~~ with a legal or equitable
18 ownership interest in a mobile home that is subject to a
19 tenancy in a mobile home park under a rental agreement;

20 [I.] L. "tenancy" means the right of a resident to
21 use a space or lot within a park on which to locate, maintain
22 and occupy a mobile home, lot improvements and accessory
23 structures for human habitation, including the use of services
24 and facilities of the park; and

25 [J.] M. "utility services" means electric, gas,

1 water or sewer services, but does not include refuse services.

2 ~~[K. "first lienholder" means a person or his~~
 3 ~~successor in interest who has a security interest in a mobile~~
 4 ~~home, whose interest has been perfected pursuant to the~~
 5 ~~provisions of Section 66-3-201 NMSA 1978 and whose interest is~~
 6 ~~prior to any other security interest in the mobile home; and~~

7 ~~L. "abandoned" means absence of the resident from~~
 8 ~~the mobile home, without notice to the landlord, in excess of~~
 9 ~~seven continuous days, providing such absence occurs after the~~
 10 ~~mobile home lot rent is delinquent]"~~

11 SECTION 2. Section 47-10-3 NMSA 1978 (being Laws 1983,
 12 Chapter 122, Section 3, as amended) is amended to read:

13 "47-10-3. TENANCY--REQUIREMENTS--NOTICE TO QUIT.--

14 A. No tenancy or other lease or rental occupancy of
 15 space in a mobile home park shall commence without a written
 16 lease or rental agreement. ~~[and]~~ The initial term of a written
 17 agreement between a landlord or management and a resident for a
 18 new lease or lease assignment shall not be shorter than twelve
 19 months. After the initial term, if a tenancy continues without
 20 a written lease renewal, the tenancy shall be a periodic
 21 tenancy with monthly periods. A tenancy shall not be
 22 terminated, which shall include a refusal to renew, except for
 23 cause provided pursuant to Section 47-10-5 or 47-10-6 NMSA
 24 1978. No tenancy in a mobile home park shall be terminated
 25 until a notice to quit has been served upon the mobile home

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1 resident. The notice to quit shall be in writing directed to
2 the resident and in the form specified in this section. The
3 form of notice shall be deemed legally sufficient if it states:

4 (1) the name of the landlord or of the mobile
5 home park;

6 (2) the mailing address of the property;

7 (3) the location or space number upon which
8 the mobile home is situated;

9 (4) the county in which the mobile home is
10 situate; and

11 (5) the reason for the termination of the
12 tenancy and the date, place and circumstances of any acts
13 allegedly justifying the termination.

14 B. The notice to quit shall be served by delivering
15 the notice to the mobile home [~~tenant~~] resident personally or
16 by posting the notice at the main entrance of the mobile home.
17 If service is made by posting the notice, a copy of the notice
18 shall also be sent by certified mail to the mobile home
19 [~~tenant~~] resident, return receipt requested. The date of a
20 posting shall be included on the posted notice and on the copy
21 mailed to the mobile home [~~tenant~~] resident and shall
22 constitute the effective date of the notice.

23 C. For terminations initiated pursuant to
24 Subsections A, B and C of Section 47-10-5 NMSA 1978, the
25 [~~tenant~~] resident shall be given a period of not less than

1 thirty days from the end of the rental period during which the
 2 termination notice was served to cure any violation or remove
 3 any mobile home from the premises but ~~[which]~~ that is
 4 automatically extended to sixty days where the ~~[tenant]~~
 5 resident must remove a multisection mobile home. In those
 6 situations where a multisection mobile home is being leased to
 7 or occupied by a person other than its owner and in a manner
 8 contrary to the rules and regulations of the landlord, ~~[then,~~
 9 ~~in that event]~~ the tenancy may be terminated by the landlord
 10 upon giving a thirty-day notice to cure or quit instead of a
 11 sixty-day notice.

12 D. No lease shall contain any provision by which
 13 the ~~[tenant]~~ resident waives ~~[his]~~ the resident's rights under
 14 the Mobile Home Park Act, and any such waiver shall be deemed
 15 to be contrary to public policy and shall be unenforceable and
 16 void. Any lease, however, may provide for the termination of
 17 the tenancy in accordance with the provisions of Subsection C
 18 of this section.

19 E. No tenancy shall be terminated by a mobile home
 20 park owner solely because of the size or age of the mobile
 21 home.

22 F. A landlord who uses a rental agreement
 23 containing provisions that violate the provisions of the Mobile
 24 Home Park Act shall be liable for damages provided pursuant to
 25 Section 47-10-23 NMSA 1978."

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1 SECTION 3. Section 47-10-4 NMSA 1978 (being Laws 1983,
2 Chapter 122, Section 4) is amended to read:

3 "47-10-4. ACTION FOR TERMINATION.--

4 A. The action for termination shall be commenced
5 and prosecuted in the manner described in the Uniform Owner-
6 Resident Relations Act. The property description shall be
7 deemed legally sufficient if it states:

8 (1) the name and mailing address of the
9 landlord or of the mobile home park;

10 (2) the mailing address of the property;

11 (3) the location or space number upon which
12 the mobile home is situated; and

13 (4) the county in which the mobile home is
14 situate.

15 B. Service of the summons shall be as specified in
16 Section 47-8-43 NMSA 1978. Service by posting shall be deemed
17 legally sufficient within the meaning of Section 47-8-43 NMSA
18 1978 if the summons is conspicuously affixed to the main
19 entrance of the mobile home.

20 C. Jurisdiction of courts in [~~cases of forcible~~
21 ~~entry, forcible detainer or unlawful detainer~~] an action for
22 termination shall be as specified in Section [~~47-8-49~~] 47-8-10
23 NMSA 1978.

24 D. After commencement of the action and before
25 judgment, any person not already a party to the action who is

1 discovered to have a property interest in the mobile home shall
 2 be allowed to enter into a stipulation with the landlord and be
 3 bound thereby."

4 SECTION 4. Section 47-10-5 NMSA 1978 (being Laws 1983,
 5 Chapter 122, Section 5) is amended to read:

6 "47-10-5. REASONS FOR TERMINATION.--A tenancy shall be
 7 terminated pursuant to the Mobile Home Park Act only for one or
 8 more of the following reasons:

9 A. failure of the [~~tenant~~] resident to comply with
 10 local ordinances and state laws and regulations concerning
 11 mobile homes if the resident receives a notice of noncompliance
 12 from the appropriate government agency and fails to cure the
 13 violation within the prescribed time period;

14 B. material conduct of the [~~tenant~~] resident on the
 15 premises [~~which~~] that constitutes [~~an~~] a substantial annoyance
 16 to other [~~tenants~~] residents or interference with park
 17 management;

18 C. material failure of the [~~tenant~~] resident to
 19 comply with written rules and regulations of the mobile home
 20 park either established by the management in the rental
 21 agreement at the inception of the tenancy or amended
 22 ~~subsequently [thereto with the consent of the tenant or amended~~
 23 ~~subsequently thereto without the consent of the tenant on~~
 24 ~~thirty days' written notice if the amended rules and~~
 25 ~~regulations are reasonable, except when local ordinances and~~

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1 ~~state laws and regulations or emergency situations require~~
2 ~~immediate compliance. However, regulations applicable to~~
3 ~~recreational facilities may be amended at the discretion of the~~
4 ~~management]~~ pursuant to the provisions of the Mobile Home Park
5 Act;

6 D. condemnation or change of use of the mobile home
7 park. When the owner of a mobile home park is formally
8 notified by an appropriate governmental agency that [~~his~~] the
9 owner's mobile home park is the subject of a condemnation
10 proceeding, the landlord shall, within seventeen days, notify
11 [~~his tenants~~] the landlord's residents in writing of the terms
12 of the condemnation notice [~~which he~~] that the landlord
13 receives; or

14 E. in those cases where the zoning law allows the
15 landlord to change the use of [~~his~~] the land with or without
16 obtaining the consent of the zoning authority and where such
17 change of use would result in eviction of inhabited mobile
18 homes, the landlord shall first give the owner of each mobile
19 home subject to [~~such~~] the eviction a written notice of [~~his~~]
20 the landlord's intent to evict not less than [~~six~~] twelve
21 months prior to [~~such~~] the change of use of the land, notice to
22 be mailed to each [~~tenant~~] resident. During the twelve-month
23 period when the residents are preparing to find new home
24 locations, rent shall not be increased. In cases where the
25 landlord must request a change of use before local governmental

1 bodies, the landlord shall serve residents written notice of
 2 the hearing for the proposed change of use."

3 SECTION 5. Section 47-10-6 NMSA 1978 (being Laws 1983,
 4 Chapter 122, Section 6, as amended) is amended to read:

5 "47-10-6. NONPAYMENT OF RENT.--Any tenancy or other
 6 estate at will or lease in a mobile home park may be terminated
 7 upon the landlord's written notice to the [~~tenant~~] resident
 8 requiring, in the alternative, payment of rent and utility
 9 charges or the removal of the [~~tenant's~~] resident's unit from
 10 the premises, within a period of not less than [~~three~~] thirty
 11 days after the date notice is served or posted, for failure to
 12 pay rent when due. Rent shall not be increased without sixty
 13 days' written notice to the [~~tenant~~] resident."

14 SECTION 6. Section 47-10-9 NMSA 1978 (being Laws 1983,
 15 Chapter 122, Section 9, as amended) is amended to read:

16 "47-10-9. REMEDIES.--

17 A. Upon granting judgment for possession by the
 18 landlord in [~~a forcible entry and detainer action~~] an action
 19 pursuant to Section 47-10-4 NMSA 1978, the court shall issue
 20 the writ of restitution as provided in Section 47-8-46 NMSA
 21 1978.

22 B. The notice of judgment shall state that at a
 23 specified time, not less than [~~forty-eight hours~~] ten days from
 24 the entry of judgment, the sheriff will return to serve a writ
 25 of restitution and superintend the peaceful and orderly removal

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1 of the mobile home under that order of court. The notice of
2 judgment shall also advise the mobile home owner to prepare the
3 mobile home for removal from the premises by removing the
4 skirting, disconnecting utilities, attaching tires and
5 otherwise making the mobile home safe and ready for highway
6 travel.

7 C. Should the mobile home owner fail to have the
8 mobile home safe and ready for physical removal from the
9 premises or should inclement weather or other unforeseen
10 problems occur at the time specified in the notice of judgment,
11 the landlord and the sheriff may by written agreement extend
12 the time for the execution of the writ of restitution to allow
13 time for the landlord to arrange to have the necessary work
14 done or to permit the sheriff's execution of the writ of
15 restitution at a time when weather or other conditions will
16 make removal less hazardous to the mobile home.

17 D. If the mobile home is not removed from the
18 landlord's land on behalf of the mobile home owner within the
19 time permitted by the writ of restitution, the landlord and the
20 sheriff shall have the right to take possession of the mobile
21 home for the purposes of removal and storage. The liability of
22 the landlord and the sheriff in that event shall be limited to
23 gross negligence or willful and wanton disregard of the
24 property rights of the mobile home owner. The responsibility
25 to prevent freezing and to prevent wind and weather damage to

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1 the mobile home lies exclusively with those persons who have a
2 property interest in the mobile home.

3 E. Utility charges, other charges incurred by the
4 landlord for which the resident is liable to the landlord
5 pursuant to the provisions of a rental agreement, including
6 amounts awarded to the landlord in an action brought pursuant
7 to this section, rents and reasonable removal and storage
8 charges may be paid by any party in interest. Those charges
9 constitute a lien that will run with the mobile home. The lien
10 may be foreclosed in the same manner as a landlord's lien
11 created pursuant to Section 48-3-5 [~~NSMA~~] NMSA 1978.

12 F. Prior to the issuance of the writ of
13 restitution, the court shall make a finding of fact that the
14 mobile home is or is not subject to the security interest of a
15 first lienholder. A written statement on the mobile home
16 resident's owner's application for tenancy identifying a
17 lienholder by name and address shall be prima facie evidence of
18 the existence of the interest of the lienholder. If the
19 application for tenancy contains no information or states that
20 no liens exist, the landlord shall obtain a written title
21 search statement from the motor vehicle division of the
22 taxation and revenue department and the matter contained in
23 that document shall be conclusive evidence of the existence or
24 nonexistence of security interests in the mobile home.

25 G. If the court finds there is a security interest

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1 in favor of a first lienholder on the mobile home subject to
2 the writ of restitution or if the mobile home has been
3 abandoned by the resident or possession of the mobile home has
4 been surrendered to the landlord by the resident, then, upon
5 receipt of the writ of restitution, the landlord shall notify
6 the first lienholder in writing that the landlord has obtained
7 a writ of restitution for the mobile home park space where the
8 mobile home is located or that the mobile home has been
9 abandoned or surrendered by the resident. The notice shall be
10 provided in accordance with the provisions of Subsection J of
11 this section and shall:

12 (1) state that an action for restitution has
13 been filed against the resident and the effective date of a
14 writ of restitution, if issued, or the date the mobile home was
15 abandoned or voluntarily surrendered by the resident;

16 (2) disclose the amount of the utility
17 charges, other charges incurred by the landlord as provided in
18 the rental agreement, rents and reasonable removal and storage
19 charges, accruing daily rent calculated pursuant to this
20 section and the date upon which the resident is required to
21 make regular payments to the landlord; and

22 (3) attach a copy of the lease and the
23 landlord's rules and regulations that apply to the resident.

24 H. Notwithstanding the provisions of [the]
25 Subsection E of this section, the landlord shall be entitled to

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1 collect from the first lienholder only the utility charges,
2 other charges incurred by the landlord as provided in the
3 rental agreement and rents and reasonable removal and storage
4 charges accruing from [~~and after~~] the date the landlord
5 provides the first lienholder the written notice prescribed
6 under Subsection G of this section. The first lienholder shall
7 notify the landlord within thirty days of receipt of the notice
8 whether it intends to pay the rents and charges collectible
9 under this subsection or remove the mobile home. The rents and
10 charges due under this subsection shall be prorated to the date
11 the mobile home is removed or the date a new lease with a new
12 resident becomes effective, and the first lienholder shall not
13 be liable for any rents and charges thereafter. The maximum
14 rent payable to the landlord under this subsection is a daily
15 rate equal to one-thirtieth of the then-current lot rental
16 amount that would have been payable by the resident under the
17 lease. The maximum daily rent may be increased over time in
18 accordance with the notice requirements under the applicable
19 provisions of the Mobile Home Park Act. The first lienholder
20 shall have thirty days from the date notice is provided by the
21 landlord to pay the rent and charges accruing to the notice
22 date. Thereafter, the first lienholder shall pay the rent and
23 charges in accordance with the resident's lease. If the first
24 lienholder desires to remove the mobile home prior to a payment
25 due date, the first lienholder shall pay the rent and charges

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1 accrued to the date of removal prior to removing the mobile
2 home.

3 I. If the first lienholder fails to pay the rent
4 and charges due as provided in Subsection H of this section,
5 the landlord may give the first lienholder notice of the
6 nonpayment in accordance with Section 47-10-6 NMSA 1978. If
7 the first lienholder fails to make payment within the time
8 period specified in the notice, the landlord may proceed
9 against the first lienholder by exercising the remedies granted
10 it under the Mobile Home Park Act. The landlord may also seek
11 any other remedies to which it is entitled by law. The
12 prevailing party in any action brought in an event to seek
13 relief under this section, including an action for damages, is
14 entitled to an award for reasonable attorney fees and costs
15 incurred in the suit. Notwithstanding anything in this section
16 to the contrary, the judgment obtained in such an action, if in
17 favor of the landlord, constitutes a lien against the mobile
18 home having priority over the lien of the first lienholder.
19 The lien may be foreclosed pursuant to the procedures
20 pertaining to a landlord's lien created in Section 48-3-5 NMSA
21 1978.

22 J. Any notice required by this section between the
23 first lienholder and landlord shall be in writing and either
24 hand delivered or mailed by certified mail, return receipt
25 requested. The notice shall be effective the date of delivery

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1 or mailing. If hand delivered, the notice shall be delivered
2 at the principal office or place of business of the addressee
3 during regular business hours to the person in charge of the
4 office or place of business.

5 K. If the mobile home is sold to third parties who
6 intend to remain in the park, they will not be allowed to
7 reside in the mobile home unless the parties have been
8 qualified by the landlord as residents. Until the purchasers
9 and the landlord enter into a written lease agreement, the
10 landlord may refuse to recognize the sale and treat any persons
11 living in the mobile home as trespassers. The landlord shall
12 not unreasonably withhold, condition or delay the approval of a
13 purchaser.

14 L. If the first lienholder has paid in full all
15 money due under Subsection H of this section, it [~~shall be~~] is
16 unlawful for the landlord to refuse to allow the first
17 lienholder to remove the mobile home. If the landlord refuses
18 to allow the first lienholder to remove the mobile home, the
19 landlord is liable to the first lienholder for each day the
20 landlord unlawfully maintains possession of the mobile home, at
21 a daily rate equal to one-thirtieth of the monthly payment
22 required by a contract between the first lienholder and
23 resident. In all disputes between the landlord and the first
24 lienholder, the court shall award reasonable attorney fees and
25 costs to the prevailing party. In the event the mobile home

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1 has not been resold within six months of the landlord providing
2 notice pursuant to Subsection G of this section, the landlord
3 may request the first lienholder to remove the mobile home
4 within thirty days of the request. Notice of the request shall
5 be given to the first lienholder in accordance with Subsection
6 J of this section."

7 SECTION 7. Section 47-10-17 NMSA 1978 (being Laws 1983,
8 Chapter 122, Section 17, as amended) is amended to read:

9 "47-10-17. ALTERNATIVE DISPUTE RESOLUTION--WHEN
10 PERMITTED--COURT ACTIONS.--

11 A. In any civil dispute between the management and
12 a resident of a mobile home park arising out of the provisions
13 of the Mobile Home Park Act, except for nonpayment of rent or
14 utility charges or in cases in which the health or safety of
15 other residents is in imminent danger, the controversy may be
16 submitted to alternative dispute resolution by request of
17 either party prior to the filing of a court action or a
18 forcible entry and detainer action. The cost of the
19 alternative dispute resolution services shall be divided
20 equally among the disputing parties.

21 B. The agreement, if one is reached, shall be
22 presented to the court as a stipulation. [~~Either party to the~~
23 ~~dispute resolution process may terminate the process at any~~
24 ~~time without prejudice.~~]

25 C. If either party subsequently violates the

1 stipulation, the other party may apply immediately to the court
2 for relief.

3 D. Any alternative dispute resolution pursuant to
4 this section shall be performed by a professionally certified
5 mediator approved by all disputing parties."

6 SECTION 8. Section 47-10-23 NMSA 1978 (being Laws 1993,
7 Chapter 147, Section 9) is amended to read:

8 "47-10-23. PRIVATE REMEDIES--~~[CIVIL PENALTIES]~~
9 ENFORCEMENT.--

10 A. For each violation by a landlord of the
11 provisions of Sections 47-10-19 through 47-10-22 NMSA 1978, a
12 landlord ~~[may]~~ shall be ~~[charged a civil penalty not to exceed~~
13 ~~five hundred dollars (\$500)]~~ liable to the resident for two
14 times the amount of the total monthly rent.

15 B. The remedies provided in this section are not
16 exclusive and do not limit the rights or remedies that are
17 otherwise available to a resident, ~~[under any other law]~~
18 including remedies provided pursuant to the Unfair Practices
19 Act."