



Renting a Home

New Mexico Rental Law

Renting a Home: New Mexico Rental Law

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In New Mexico, the Uniform Owner-Resident Relations Act regulates and determines the rights, obligations and remedies under a rental agreement for rental units. The law covers the payment of rent, security deposits and obligations of landlords and tenants. It also requires rental agreements to be equitable and provides solutions when rights are violated. According to the law, a rental agreement can not be used to force either a landlord or tenant to give up their legal rights. Under the law, a landlord is required to provide a written rental agreement to each tenant before they move in. It allows a tenant to recover damages if a landlord deliberately puts provisions in a rental agreement that the landlord knows are prohibited by law.

Payment of Rent

Telephone advice about landlord-tenant matters is available for eligible low-income New Mexicans. Advice is provided by the Law Access New Mexico hotline at 1-800-340-9771. The limits on income change each year but generally an individual can not earn more than \$18,000 per year or \$35,000 per year for a family of four.

You are required to pay rent according to the terms of the rental agreement. Rent is payable without demand or notice at the time and place agreed upon. Unless otherwise agreed, rent is usually paid in monthly installments at the beginning of the month. The date of one month to the same date of the following month is the legal definition of a month. Unless you and the

landlord agree in writing, your rent payment cannot be used for any deposits or damages.

Unless your rental agreement fixes a definite term, your residency is week-to-week if you pay rent on a weekly basis. In all other cases your residency is month-to-month. A landlord may increase the rent in a month-to-month residency by providing you a written notice at least 30 days prior to the rental date specified in the lease. In the case of a fixed-term residency, you must be notified in writing of a rent increase at least 30 days prior to the end of the term. If your residency is less than one month, the written notice must be given to you at least one rental period before the first rental payment to be increased.

Your landlord cannot charge you a fee for having a reasonable number of guests for a reasonable length of time in your rental unit. This does not preclude charges for use of premises or facilities other than the rental unit by guests. For instance, there could be a fee for your guests to use a swimming pool, exercise room or clubroom.

Late Fees

If you do not pay rent on time, the landlord may charge you a late fee as written in your rental agreement. In New Mexico, the late fee cannot exceed 10 percent of the total rent payment. The landlord is required to provide notice of the fee no later than the last day of the next rental period immediately following the period in which you are late or did not pay your rent.

If you are one month late in paying a monthly rent of \$450, you could be charged a 10 percent late fee, or \$45 for that month. You would be charged \$45 for every additional month that the rent is unpaid. After two months of not paying the rent, you would owe the rent for the first month (\$450.00) and late fees for two payment periods ($\$45.00 \times 2 = \90.00). You also would owe a second month of rent (\$450.00) and a late fee for one period (\$45.00).

	1st Month	2nd Month
Monthly Rent	\$450.00	\$900.00
Late Fee	\$45.00	\$135.00
Total Due	\$495.00	\$1,035.00

If you are having difficulty making rent payments, you should talk with the landlord and see what you can work out. Not talking with the landlord will not make the problem go away. The problem only gets worse with time. You may be able to negotiate the late fee if you can make a partial payment, or, if you can make the complete payment just a few days after the required time.

Check with local non-profit agencies or churches to see if they can provide emergency help with rent or utility bills.

Deposits

Landlords can require a reasonable deposit to recover damages caused by a tenant. This damage deposit is not considered rent and the final month's prepaid rent is not considered a deposit. No deposit can be kept to cover normal wear and tear.

The amount of a damage deposit varies but is generally equal to about one month's rent. For annual rental agreements, the landlord must pay interest to you on the damage deposit if the amount is greater than one month's rent. The landlord must pay annual interest that is equal

to the interest permitted by the Federal Home Loan Bank Board on passbook accounts by New Mexico savings and loan associations. For rental agreements of less than one year, a landlord cannot ask you for or receive a damage deposit in excess of one month's rent.

The landlord can apply the deposit money to the rent payment or to repair damages if you do not comply with the rental agreement. Part of the deposit can be kept for nonpayment of rent or utilities, repair work or other legitimate damages. Personal property that you leave in the rental unit also can be sold and used to cover these costs.

If there is a reason for keeping any part of the deposit, the landlord must give you an itemized written list of the deductions from the deposit and the balance of the deposit. This must be provided to you at your last known address within 30 days of the date the rental agreement ends or you move out. A landlord who fails to do this gives up some rights and may be liable for a civil penalty of \$250 and for your court costs and attorney fees if you were to go to court for the return of your security deposit.

Landlord Obligations

In general, your landlord is responsible for complying with housing codes which affect health and safety. These obligations include:

- Making repairs and doing whatever necessary to keep your unit in safe condition
- Keeping common areas in a safe condition
- Maintaining in good and safe working order and condition the electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators
- Providing and maintaining appropriate containers for the removal of ashes, garbage, rubbish and other waste and arranging for removal

- Supplying running water and a reasonable amount of hot water at all times and reasonable heat (except when the heat or hot water is generated by an installation within the exclusive control of the resident and supplied by a direct public utility connection)

The landlord and tenant of a single family residence may agree that the tenant will manage the removal of ashes, garbage, rubbish and other waste, supply running water, hot water and reasonable heat, and perform specified repairs, maintenance tasks, alterations and remodeling. This agreement must be in writing.

Tenant Responsibilities

Tenants are required to comply with housing codes that keep the rental property clean and safe. When you move out, the rental unit should be in as clean as when you moved in except for ordinary wear and tear. Your responsibilities as a tenant include:

- Disposing of all ashes, rubbish, garbage and other waste from the unit in a clean and safe manner
- Keeping all plumbing fixtures in the dwelling or used by the resident as clean as possible
- Using all electrical, plumbing, sanitary, heating, ventilation, air conditioning and other facilities and appliances in a reasonable manner
- Not defacing, damaging, impairing or removing any part of the unit or knowingly allowing any person to do so
- Behaving and requiring guests to conduct themselves in a manner that will not disturb the neighbors
- Abiding by all bylaws, covenants, rules or regulations of any applicable cooperative housing agreement or neighborhood association where you are renting

- Not knowingly committing or consenting to any other person violating the rules or regulations

Eviction and Termination

You can be evicted if you do not meet the terms of your rental contract. Eviction means being legally removed from the rental property. Your landlord must tell you the things you did or did not do that violated the contract in a written notice. This notice will include the dates and specific facts describing the violation and the date the rental agreement will end if the violation is not fixed in seven days. The date the rental agreement will end cannot be less than seven days after you receive the notice. Eviction can be for non-payment of rent or not meeting your other responsibilities as a tenant.

You have the right to end a rental contract, too. You can give notice of termination if your landlord fails to perform the obligations required by the rental agreement. You have to deliver a written notice to the landlord stating the acts and omissions constituting the violation. Your notice must state that the rental agreement will end on a date not less than seven days after receipt of the notice if a reasonable attempt to remedy the violation is not made in the seven days.

If your landlord makes a reasonable attempt to fix the problem before the date stated in the notice, the rental agreement is not terminated. If the rental agreement is terminated and the landlord takes possession of the unit, you are entitled to the return of the balance of your prepaid rent and security deposit.

Moving Out — Legal Requirements

If you plan to move when the lease expires you must notify the landlord before the lease ends. The number of days required to give notice should be clearly stated in your contract. A one-year lease usually requires a 60-day notice and

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a three or six-month lease may require a 30-day notice. Similarly, if the landlord does not plan to renew your rental contract, you must be given notice according to the number of days stated in the contract (usually 60 days). If you violate the contract you may be entitled to less notice under New Mexico law.

There are other situations that affect ending a lease. One of these is the special case of military personnel or a person who plans to join the armed forces. You need to be aware of this if you are the roommate of such an individual.

This resource is one in a series on Renting a Home which include:

Deciding to Rent

Advantages and Disadvantages of Renting
Who Will Live There? More About Roommates
What Can You Afford?
What Do You Want?

Finding a Home to Rent

Finding a Rental Unit
Comparing Rental Units
Renting a House
Renting With an Option to Buy

The Rental Process

The Rental Application
Your Right to Fair Housing
Rental Contracts

Legal Aspects of Renting in New Mexico

Regulation of Rental Contracts
New Mexico Rental Law
Military Personnel

Moving Into Your Rented Home

Renters Insurance
Verifying the Condition of the Rental Unit

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