

1 SENATE BILL 298

2 **56TH LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2023**

3 INTRODUCED BY

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10 AN ACT

11 RELATING TO PROPERTY; AMENDING THE MOBILE HOME PARK ACT;
12 REQUIRING A REGIMENTED APPLICATION OF TENANT PAYMENTS;
13 PROVIDING NOTICE BEFORE THE SALE OF MOBILE HOME PARK PROPERTY;
14 LIMITING RENT INCREASES BASED ON COST OF LIVING; INCREASING
15 PENALTIES FOR VIOLATIONS; PROVIDING FOR PRIVATE REMEDIES;
16 REPEALING SECTIONS 47-10-6 AND 47-10-14 NMSA 1978 (BEING LAWS
17 1983, CHAPTER 122, SECTIONS 6 AND 14, AS AMENDED).

18
19 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

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

22 "47-10-3. TENANCY--REQUIREMENTS [~~NOTICE TO QUIT~~]--RENTAL
23 AGREEMENT.--

24 [~~A. No tenancy or other lease or rental occupancy~~
25 ~~of space in a mobile home park shall commence without a written~~

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1 ~~lease or rental agreement, and no tenancy in a mobile home park~~
2 ~~shall be terminated until a notice to quit has been served upon~~
3 ~~the mobile home resident. The notice to quit shall be in~~
4 ~~writing directed to the resident and in the form specified in~~
5 ~~this section. The form of notice shall be deemed legally~~
6 ~~sufficient if it states:]~~

7 A. A landlord shall disclose the terms and
8 conditions of tenancy to a prospective resident in a written
9 rental agreement prior to the rental or occupancy of space in a
10 mobile home park. The disclosures shall include:

11 (1) the name ~~[of the landlord or]~~ and mailing
12 address of the owner of the mobile home park;

13 (2) the ~~[mailing address of the property]~~ name
14 and mailing address where a manager's decision may be appealed;

15 (3) the ~~[location or space number upon which~~
16 ~~the mobile home is situated]~~ term of the tenancy;

17 (4) the ~~[county in which the mobile home is~~
18 ~~situate]~~ amount of rent; ~~[and]~~

19 (5) the ~~[reason for the termination of the~~
20 ~~tenancy and the date, place and circumstances of any acts~~
21 ~~allegedly justifying the termination;~~

22 ~~B. The notice to quit shall be served by delivering~~
23 ~~the notice to the mobile home tenant personally or by posting~~
24 ~~the notice at the main entrance of the mobile home. If service~~
25 ~~is made by posting the notice, a copy of the notice shall also~~

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1 ~~be sent by certified mail to the mobile home tenant, return~~
2 ~~receipt requested. The date of a posting shall be included on~~
3 ~~the posted notice and on the copy mailed to the mobile home~~
4 ~~tenant and shall constitute the effective date of the notice.~~

5 G. ~~The tenant shall be given a period of not less~~
6 ~~than thirty days from the end of the rental period during which~~
7 ~~the termination notice was served to remove any mobile home~~
8 ~~from the premises, but which is automatically extended to sixty~~
9 ~~days where the tenant must remove a multisection mobile home.~~
10 ~~In those situations where a multisection mobile home is being~~
11 ~~leased to or occupied by a person other than its owner and in a~~
12 ~~manner contrary to the rules and regulations of the landlord,~~
13 ~~then, in that event the tenancy may be terminated by the~~
14 ~~landlord upon giving a thirty-day notice instead of a sixty-day~~
15 ~~notice] dollar amount of any rent increases for each of the~~
16 ~~preceding two years;~~

17 (6) the day rental payment is due;

18 (7) the day when unpaid rent is considered in
19 default;

20 (8) the rules and regulations of the mobile
21 home park;

22 (9) the zoning applicable to the mobile home
23 park;

24 (10) all charges to the prospective resident
25 other than rent; and

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1 (11) a statement explaining the prospective
2 resident's right to request alternative dispute resolution of
3 disputes with a landlord, except for disputes over nonpayment
4 of rent or utility charges or in the case of public safety
5 emergencies.

6 B. Upon agreement, the landlord and the resident
7 shall sign the rental agreement and each party shall receive a
8 copy of the rental agreement.

9 C. A landlord and the resident may include terms
10 and conditions in a rental agreement that are not prohibited by
11 the Mobile Home Park Act.

12 ~~D. [No lease] A rental agreement shall not contain~~
13 ~~[any] a provision by which the [tenant] resident waives [his]~~
14 ~~the resident's rights under the Mobile Home Park Act, and any~~
15 ~~such waiver shall be deemed to be contrary to public policy and~~
16 ~~shall be unenforceable and void. [Any lease, however, may~~
17 ~~provide for the termination of the tenancy in accordance with~~
18 ~~the provisions of Subsection C 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 E. If a landlord uses a rental agreement that
23 contains a provision that the landlord knows is prohibited by
24 law, an affected resident may recover damages that result from
25 the application of the illegal provision and reasonable

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1 attorney fees."

2 SECTION 2. Section 47-10-5 NMSA 1978 (being Laws 1983,
3 Chapter 122, Section 5) is amended to read:

4 "47-10-5. ~~[REASONS FOR TERMINATION]~~ GROUNDS FOR
5 TERMINATION OF RENTAL AGREEMENT--NOTICE TO QUIT.--~~[A tenancy~~
6 ~~shall be terminated pursuant to the Mobile Home Park Act]~~

7 A. A landlord may terminate a rental agreement only
8 for one or more of the following reasons:

9 ~~[A. failure of the tenant to comply with local~~
10 ~~ordinances and state laws and regulations concerning mobile~~
11 ~~homes]~~

12 (1) a resident's conviction of a crime;
13 provided that the commission of that crime threatened the
14 health, safety or welfare of the other residents, the landlord
15 or employees of the mobile home park or caused substantial
16 damage to the premises of the mobile home park;

17 ~~[B.]~~ (2) disorderly conduct ~~[of the tenant on~~
18 ~~the premises which constitutes an annoyance to other tenants or~~
19 ~~interference with park management;~~

20 ~~G. failure of the tenant to comply with written~~
21 ~~rules and regulations of the mobile home park either~~
22 ~~established by the management in the rental agreement at the~~
23 ~~inception of the tenancy, amended subsequently thereto with the~~
24 ~~consent of the tenant, or amended subsequently thereto without~~
25 ~~the consent of the tenant on thirty days' written notice if the~~

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1 ~~amended rules and regulations are reasonable, except when local~~
2 ~~ordinances and state laws and regulations or emergency~~
3 ~~situations require immediate compliance. However, regulations~~
4 ~~applicable to recreational facilities may be amended at the~~
5 ~~discretion of the management;~~

6 ~~D. condemnation or change of use of the mobile home~~
7 ~~park] that results in a disruption to the rights of other~~
8 ~~residents to the peaceful enjoyment and use of the premises,~~
9 ~~endangers other residents or employees of the mobile home park~~
10 ~~or causes substantial damage to the mobile home park premises;~~

11 (3) nonpayment of rent as specified in
12 Subsection B of this section;

13 (4) a violation of a mobile home park's rules
14 and regulations as specified in Subsections C and D of this
15 section; or

16 (5) changes in the use of the land as
17 specified in Subsection G of this section.

18 B. A landlord may not terminate a rental agreement
19 for nonpayment of rent until forty-five days have elapsed from
20 the date the resident receives a notice that rent is
21 delinquent; provided that the resident has not tendered that
22 delinquent payment during that forty-five-day period. The
23 notice that rent is delinquent shall contain the total amount
24 of rent due and a statement that the landlord intends to
25 commence an eviction process unless the resident makes the

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1 delinquent payment within forty-five days. Nonpayment of any
2 fees, late charges, utility charges or charges that violate the
3 provisions of the Mobile Home Park Act is not grounds for the
4 termination of a rental agreement. The abatement of rent
5 pursuant to the Uniform Owner-Resident Relations Act is not
6 nonpayment of rent and is not grounds for the termination of a
7 rental agreement.

8 C. A violation of a mobile home park's rules and
9 regulations is grounds for the termination of a rental
10 agreement only if:

11 (1) the resident has at least sixty days
12 notice of the rule before the violation took place;

13 (2) the rule violation is likely to continue
14 or recur; and

15 (3) the continuing or recurring violation of
16 the rule would have a significant adverse impact on the mobile
17 home park or its residents.

18 D. A rule violation may not be determined likely to
19 recur unless the landlord gives the resident a written notice
20 of the violation that specifies the persons involved, the date,
21 the approximate time and the nature of the violation and the
22 resident fails to correct the violation; or, in the case of a
23 periodic violation, the violations occurred with such frequency
24 as to indicate that it is likely to have a significant adverse
25 impact on the mobile home park or its residents. The violation

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1 of a rule is not grounds for the termination of a rental
2 agreement if the resident shows that the rule was not enforced
3 uniformly within the mobile home park.

4 E. Disorderly conduct or the commission of a crime
5 is grounds for the termination of a rental agreement if the
6 landlord has provided written warning to the resident and the
7 landlord establishes that there is a likelihood of future
8 conduct that would also be grounds for the termination of a
9 rental agreement. There is no such likelihood if the conduct
10 or conviction was committed by a member of the resident's
11 household other than the resident or a former member of the
12 resident's household who is no longer living in the household
13 and is not likely to return to the household.

14 F. When the owner of a mobile home park is formally
15 notified by an appropriate governmental agency that [his] the
16 owner's mobile home park is the subject of a condemnation
17 proceeding, the landlord shall, within seventeen days, notify
18 [his tenants] the residents in writing of the terms of the
19 condemnation notice [which he] that the landlord receives. [or

20 E. in those cases where the]

21 G. When zoning law allows the landlord to change
22 the use of [his] the land without obtaining the consent of the
23 zoning authority and where [such] the change of use would
24 result in eviction of inhabited mobile homes, the landlord
25 shall first give the owner of each mobile home subject to

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1 [such] eviction a written notice of [his] the landlord's intent
2 to evict not less than six months prior to [such] the change of
3 use of the land, notice to be mailed to each tenant.

4 H. A landlord shall not terminate tenancy in a
5 mobile home park until a written notice to quit has been served
6 on the resident. The notice to quit is legally sufficient if
7 the notice states the:

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

9 (2) mailing address of the property;

10 (3) location or space number where the mobile
11 home is situated;

12 (4) county where the mobile home is located;

13 and

14 (5) reason for the termination of the tenancy
15 and the date, place and circumstances of any acts allegedly
16 justifying the termination.

17 I. A landlord shall serve the notice to quit by
18 delivering the notice to the resident personally or by posting
19 the notice at the main entrance of the mobile home. If the
20 landlord serves the notice by posting the notice, a copy of the
21 notice shall also be sent by certified mail to the resident,
22 return receipt requested. The landlord shall include the date
23 of the posting on the posted notice, and the copy mailed to the
24 resident and the date of posting shall constitute the effective
25 date of the notice.

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1 J. A resident shall have no less than thirty days
2 from service of the notice to quit to remove a mobile home from
3 the premises and sixty days to remove a multisection mobile
4 home.

5 K. A landlord shall not terminate a rental
6 agreement solely because of the size or age of the mobile
7 home."

8 SECTION 3. A new section of the Mobile Home Park Act is
9 enacted to read:

10 "[NEW MATERIAL] APPLICATION OF TENANT PAYMENTS.--

11 A. A payment made by a resident to a landlord shall
12 be attributed:

- 13 (1) first to delinquent rent payments;
- 14 (2) subsequently to current rent payments; and
- 15 (3) lastly to fees and charges.

16 B. A landlord's refusal to accept rent from a
17 resident is not nonpayment of rent and is not grounds for
18 eviction of the resident."

19 SECTION 4. Section 47-10-9 NMSA 1978 (being Laws 1983,
20 Chapter 122, Section 9, as amended) is amended to read:

21 "47-10-9. REMEDIES.--

22 ~~[A. Upon granting judgment for possession by the~~
23 ~~landlord in a forcible entry and detainer action, the court~~
24 ~~shall issue the writ of restitution as provided in Section~~
25 ~~47-8-46 NMSA 1978.~~

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1 ~~B. The notice of judgment shall state that at a~~
2 ~~specified time, not less than forty eight hours from the entry~~
3 ~~of judgment, the sheriff will return to serve a writ of~~
4 ~~restitution and superintend the peaceful and orderly removal of~~
5 ~~the mobile home under that order of court.]~~

6 A. If judgment is rendered against the defendant
7 for restitution of the premises in a petition for restitution
8 filed by a landlord, the court shall declare the forfeiture of
9 the rental agreement and shall, at the request of the plaintiff
10 or the plaintiff's attorney, issue an order directing the
11 resident to vacate the premises not less than fifteen days and
12 no more than twenty days after the entry of the order; provided
13 that the court may direct the resident to vacate the premises
14 not less than seven days after the entry of the order when the
15 case involves a resident's dangerous or disruptive conduct. If
16 the resident does not vacate the premises within the time set
17 forth in the order, the court shall issue a writ of restitution
18 directing the sheriff to restore possession of the premises to
19 the plaintiff.

20 B. If judgment is rendered against the defendant
21 for restitution of the premises in a petition for restitution
22 filed by the resident, the court shall, at the request of the
23 plaintiff or the plaintiff's attorney, issue a writ of
24 restitution directing the sheriff to restore possession of the
25 premises to the plaintiff within twenty-four hours after entry

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1 of judgment.

2 C. In a case filed based on nonpayment of rent, if
3 a resident or a party in interest tenders payment of all rent,
4 costs, fees and any interest accrued as of that date or as
5 ordered by the court prior to the entry of judgment or the
6 expiration of the period of time set by the court to vacate a
7 judgment, the court shall quash the writ of restitution, vacate
8 any judgment and dismiss the petition for restitution, and
9 tenancy shall continue under the rental agreement in place
10 prior to the action by the owner. The resident may tender
11 amounts due to the owner or to the court to be held in escrow
12 for distribution to the owner upon dismissal of the petition or
13 judgment.

14 D. The notice of judgment shall [~~also~~] advise the
15 mobile home owner to prepare the mobile home for removal from
16 the premises by removing the skirting, disconnecting utilities,
17 attaching tires and otherwise making the mobile home safe and
18 ready for highway travel.

19 [~~G.~~] E. Should the mobile home owner fail to have
20 the mobile home safe and ready for physical removal from the
21 premises or should inclement weather or other unforeseen
22 problems occur at the time specified in the notice of judgment,
23 the landlord and the sheriff may by written agreement extend
24 the time for the execution of the writ of restitution to allow
25 time for the landlord to arrange to have the necessary work

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1 done or to permit the sheriff's execution of the writ of
2 restitution at a time when weather or other conditions will
3 make removal less hazardous to the mobile home.

4 ~~[D.]~~ F. If the mobile home is not removed from the
5 landlord's land on behalf of the mobile home owner within the
6 time permitted by the writ of restitution, the landlord and the
7 sheriff shall have the right to take possession of the mobile
8 home for the purposes of removal and storage. The liability of
9 the landlord and the sheriff in that event shall be limited to
10 gross negligence or willful and wanton disregard of the
11 property rights of the mobile home owner. The responsibility
12 to prevent freezing and to prevent wind and weather damage to
13 the mobile home lies exclusively with those persons who have a
14 property interest in the mobile home.

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

24 ~~[F.]~~ H. Prior to the issuance of the writ of
25 restitution, the court shall make a finding of fact that the

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1 mobile home is or is not subject to the security interest of a
2 first lienholder. A written statement on the mobile home
3 resident's owner's application for tenancy identifying a
4 lienholder by name and address shall be prima facie evidence of
5 the existence of the interest of the lienholder. If the
6 application for tenancy contains no information or states that
7 no liens exist, the landlord shall obtain a written title
8 search statement from the motor vehicle division of the
9 taxation and revenue department and the matter contained in
10 that document shall be conclusive evidence of the existence or
11 nonexistence of security interests in the mobile home.

12 ~~[G.]~~ I. If the court finds there is a security
13 interest in favor of a first lienholder on the mobile home
14 subject to the writ of restitution or if the mobile home has
15 been abandoned by the resident or possession of the mobile home
16 has been surrendered to the landlord by the resident, then,
17 upon receipt of the writ of restitution, the landlord shall
18 notify the first lienholder in writing that the landlord has
19 obtained a writ of restitution for the mobile home park space
20 where the mobile home is located or that the mobile home has
21 been abandoned or surrendered by the resident. The notice
22 shall be provided in accordance with the provisions of
23 Subsection ~~[F.]~~ L of this section and shall:

24 (1) state that an action for restitution has
25 been filed against the resident and the effective date of a

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1 writ of restitution, if issued, or the date the mobile home was
2 abandoned or voluntarily surrendered by the resident;

3 (2) disclose the amount of the utility
4 charges, other charges incurred by the landlord as provided in
5 the rental agreement, rents and reasonable removal and storage
6 charges, accruing daily rent calculated pursuant to this
7 section and the date upon which the resident is required to
8 make regular payments to the landlord; and

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

11 ~~[H.]~~ J. Notwithstanding the provisions of ~~[the]~~
12 Subsection ~~[E]~~ G of this section, the landlord shall be
13 entitled to collect from the first lienholder only the utility
14 charges, other charges incurred by the landlord as provided in
15 the rental agreement and rents and reasonable removal and
16 storage charges accruing from ~~[and after]~~ the date the landlord
17 provides the first lienholder the written notice prescribed
18 under Subsection ~~[G]~~ I of this section. The first lienholder
19 shall notify the landlord within thirty days of receipt of the
20 notice whether it intends to pay the rents and charges
21 collectible under this subsection or remove the mobile home.
22 The rents and charges due under this subsection shall be
23 prorated to the date the mobile home is removed or the date a
24 new lease with a new resident becomes effective, and the first
25 lienholder shall not be liable for any rents and charges

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1 thereafter. The maximum rent payable to the landlord under
2 this subsection is a daily rate equal to one-thirtieth of the
3 then-current lot rental amount that would have been payable by
4 the resident under the lease. The maximum daily rent may be
5 increased over time in accordance with the notice requirements
6 under the applicable provisions of the Mobile Home Park Act.
7 The first lienholder shall have thirty days from the date
8 notice is provided by the landlord to pay the rent and charges
9 accruing to the notice date. Thereafter, the first lienholder
10 shall pay the rent and charges in accordance with the
11 resident's lease. If the first lienholder desires to remove
12 the mobile home prior to a payment due date, the first
13 lienholder shall pay the rent and charges accrued to the date
14 of removal prior to removing the mobile home.

15 ~~[F.]~~ K. If the first lienholder fails to pay the
16 rent and charges due as provided in Subsection ~~[H]~~ J of this
17 section, the landlord may give the first lienholder notice of
18 the nonpayment in accordance with Section ~~[47-10-6]~~ 47-10-5
19 NMSA 1978. If the first lienholder fails to make payment
20 within the time period specified in the notice, the landlord
21 may proceed against the first lienholder by exercising the
22 remedies granted it under the Mobile Home Park Act. The
23 landlord may also seek any other remedies to which it is
24 entitled by law. The prevailing party in any action brought in
25 an event to seek relief under this section, including an action

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1 for damages, is entitled to an award for reasonable attorney
2 fees and costs incurred in the suit. Notwithstanding anything
3 in this section to the contrary, the judgment obtained in such
4 an action, if in favor of the landlord, constitutes a lien
5 against the mobile home having priority over the lien of the
6 first lienholder. The lien may be foreclosed pursuant to the
7 procedures pertaining to a landlord's lien created in Section
8 48-3-5 NMSA 1978.

9 [J.] L. Any notice required by this section between
10 the first lienholder and landlord shall be in writing and
11 either hand delivered or mailed by certified mail, return
12 receipt requested. The notice shall be effective the date of
13 delivery or mailing. If hand delivered, the notice shall be
14 delivered at the principal office or place of business of the
15 addressee during regular business hours to the person in charge
16 of the office or place of business.

17 [K.] M. If the mobile home is sold to third parties
18 who intend to remain in the park, they will not be allowed to
19 reside in the mobile home unless the parties have been
20 qualified by the landlord as residents. Until the purchasers
21 and the landlord enter into a written lease agreement, the
22 landlord may refuse to recognize the sale and treat any persons
23 living in the mobile home as trespassers.

24 [L.] N. If the first lienholder has paid in full
25 all money due under Subsection [H] J of this section, it ~~shall~~

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1 be] is unlawful for the landlord to refuse to allow the first
2 lienholder to remove the mobile home. If the landlord refuses
3 to allow the first lienholder to remove the mobile home, the
4 landlord is liable to the first lienholder for each day the
5 landlord unlawfully maintains possession of the mobile home, at
6 a daily rate equal to one-thirtieth of the monthly payment
7 required by a contract between the first lienholder and
8 resident. In all disputes between the landlord and the first
9 lienholder, the court shall award reasonable attorney fees and
10 costs to the prevailing party. In the event the mobile home
11 has not been resold within six months of the landlord providing
12 notice pursuant to Subsection [G] I of this section, the
13 landlord may request the first lienholder to remove the mobile
14 home within thirty days of the request. Notice of the request
15 shall be given to the first lienholder in accordance with
16 Subsection [J] L of this section."

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

19 "47-10-10. ENTRY FEES PROHIBITED--ENTRY FEE DEFINED--
20 SECURITY DEPOSIT [~~COURT COSTS~~].--

21 A. The owner of a mobile home park or the agent of
22 [~~such~~] the owner shall neither pay to nor receive from an owner
23 or a seller of a mobile home an entry fee of any type as a
24 condition of tenancy in a mobile home park.

25 B. As used in this section, "entry fee" means any

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1 fee paid to or received by an owner of a mobile home park or
2 [~~his~~] the owner's agent, except for:

3 (1) rent;

4 (2) a security deposit against actual damages
5 to the premises, including any damages that result from moving
6 the mobile home, or to secure rental payments, which deposit
7 shall not be greater than the amount allowed under Section [9
8 ~~of the Mobile Home Park Act~~] 47-10-8 NMSA 1978. Security
9 deposits shall remain the property of the tenant, and they
10 shall be deposited into a separate trust account by the
11 landlord to be administered by the landlord as a private
12 trustee. For the purpose of preserving the corpus, the
13 landlord shall not commingle the trust funds with other money,
14 but [~~he~~] the landlord is permitted to keep the interest and
15 profits [~~thereon~~] from the funds as [~~his~~] compensation for
16 administering the trust;

17 (3) a fee charged by [~~any~~] a state, municipal
18 or county governmental agency;

19 (4) utilities; or

20 (5) incidental charges for services actually
21 performed by the mobile home park owner or [~~his~~] the owner's
22 agent or agreed to in writing by the tenant.

23 ~~[C. The trial judge may award court costs and~~
24 ~~reasonable attorney fees in any court action brought pursuant~~
25 ~~to the Mobile Home Park Act to the prevailing party upon a~~

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1 ~~finding that the prevailing party undertook the court action~~
2 ~~and legal representation for a legally sufficient reason and~~
3 ~~not for a dilatory or unfounded cause.~~

4 ~~D. The management or the resident may bring a civil~~
5 ~~action for violation of the rental agreement or any violation~~
6 ~~of the Mobile Home Park Act in the appropriate court of the~~
7 ~~county in which the mobile home park is located. Either party~~
8 ~~may recover actual damages, or the court may, in its~~
9 ~~discretion, award such equitable relief as it deems necessary,~~
10 ~~including the enjoining of either party from further~~
11 ~~violations.]"~~

12 SECTION 6. A new section of the Mobile Home Park Act is
13 enacted to read:

14 "[NEW MATERIAL] NOTICE REQUIRED BEFORE SALE.--

15 A. An owner of a mobile home park shall not make a
16 final unconditional acceptance of an offer for the sale of a
17 mobile home park without giving sixty days notice by certified
18 mail, return receipt requested, to each resident and the
19 municipality or, if not situated in a municipality, the county
20 where the mobile home park is situated that includes:

21 (1) a statement that the owner intends to sell
22 the mobile home park;

23 (2) a signed copy of the written offer the
24 owner intends to accept that includes the price, terms and
25 conditions of the offer;

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1 (3) the terms of any seller financing,
2 including the amount, the interest rate and the amortization
3 rate of financing;

4 (4) the terms of any seller assumable
5 financing, including the amount, the interest rate and the
6 amortization rate of financing;

7 (5) a legal description and a statement of the
8 appraised or assessed value of the property included in the
9 sale;

10 (6) any proposed improvements or economic
11 concessions to be made in connection with the sale; and

12 (7) a statement that a group or association of
13 homeowners may offer to purchase the mobile home park and the
14 deadline to submit the offer.

15 B. If an owner receives an offer within sixty days
16 after providing notice pursuant to Subsection A of this section
17 from a group or association of homeowners that is contingent on
18 securing financing, the owner shall not accept an offer for the
19 sale of a mobile home park for sixty days after receiving that
20 offer.

21 C. A group or association of homeowners or their
22 assignees have sixty days after receiving notice pursuant to
23 Subsection A of this section to submit a proposed purchase and
24 sale agreement; provided that if the proposed purchase and sale
25 agreement is contingent on securing financing, the group or

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1 association of homeowners or their assignees shall have sixty
2 days from when the owner received the offer to secure a binding
3 commitment for the financing of the proposed purchase and sale
4 agreement and submit that offer to the owner. The group or
5 association of homeowners or their assignees shall submit to
6 the owner, along with an offer, a petition or other document
7 signed by the residents of over fifty percent of the occupied
8 homes in the mobile home park, indicating their approval of the
9 proposed purchase and sale agreement, or other reasonable
10 evidence that the residents of over fifty percent of the owner-
11 occupied homes in the mobile home park have approved the
12 petition or other document.

13 D. An owner of a mobile home park who receives an
14 offer pursuant to this section shall not unreasonably refuse
15 to:

16 (1) provide documents, data and other
17 information in response to a reasonable request for information
18 from a group or association of homeowners or their assignees;
19 provided that the group or association of homeowners or their
20 assignees keep the information confidential except for the
21 purposes of evaluating or obtaining financing for the
22 transaction;

23 (2) negotiate in good faith; or

24 (3) schedule a closing date for a purchase and
25 sale agreement.

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1 E. A group or association of homeowners may assign
2 the right to make an offer to purchase a mobile home park
3 pursuant to this section to a local, state or tribal
4 government, housing authority, nonprofit or state agency.

5 F. A group or association of homeowners or their
6 assignees may submit an offer to purchase a mobile home park at
7 any time. The owner of the mobile home park shall consider an
8 offer made and negotiate with the homeowners and their
9 assignees in good faith.

10 G. The requirements of this section apply
11 separately to each substantially different offer to sell or
12 purchase a mobile home park."

13 SECTION 7. Section 47-10-19 NMSA 1978 (being Laws 1993,
14 Chapter 147, Section 5) is amended to read:

15 "47-10-19. RENT INCREASE--DISCLOSURE REQUIREMENT.--

16 A. A landlord shall fully and accurately disclose
17 in writing to a resident an increase in rent. The disclosure
18 shall be provided to a resident at least [~~sixty days~~] six
19 months prior to implementation of an increase in rent.

20 B. A landlord may not increase a resident's rent
21 more than once during any twenty-four-month period, regardless
22 of the term of the tenancy or the term of the rental agreement.

23 C. A rent increase shall not exceed an increase of
24 three percent plus any percentage increase in the consumer
25 price index for all urban consumers, United States city average

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1 for all items, published by the United States department of
2 labor as calculated from the most recent available twenty-four-
3 month period preceding the date of the disclosure to increase
4 rent, unless the landlord petitions a court of appropriate
5 subject matter jurisdiction where the real property is located
6 and obtains an order for declaratory judgment that such
7 increase is justified by:

8 (1) increases in the landlord's operating
9 expenses;

10 (2) increases in the landlord's property taxes
11 on the park; and

12 (3) increases in costs directly relating to
13 capital improvements in the park.

14 D. An action filed pursuant to Subsection C of this
15 section is subject to the Rules of Civil Procedure for the
16 district courts in which the action is filed, and there shall
17 be an irrebuttable presumption that a rent increase is
18 justifiable when the amount of such increase does not exceed
19 the resident's pro rata share of operating costs and property
20 taxes for the mobile home park in which the resident resides.

21 E. A court may condition approval of a landlord's
22 petition for a rent increase upon the redress of conditions in
23 the mobile home park that threaten the health and safety of the
24 resident.

25 F. While a petition for a rent increase is pending

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1 before the court, the mobile home park residents shall pay the
2 amount of the rent increase to the landlord, who shall hold
3 such amounts in escrow pending a mediated agreement between the
4 parties or a final decision from the court; provided that a
5 resident shall not be evicted for nonpayment of the rent
6 increase prior to the final disposition of the matter by the
7 court in the county where the mobile home park is located.
8 Failure by the landlord to place such rent increase in escrow
9 is punishable by a civil penalty of up to five thousand dollars
10 (\$5,000). If the court enters a final judgment declaring the
11 rent increase or any part thereof unjustifiable or
12 impermissible, the landlord shall refund the amount of the
13 unjustifiable or impermissible increase to each resident.

14 ~~[B.]~~ G. Upon receiving a written request from a
15 resident or prospective resident, a landlord shall fully and
16 accurately disclose in writing a current schedule of the range
17 of rental rates in the mobile home park. The landlord shall
18 include the date of preparation on the face of the schedule of
19 rental rates."

20 SECTION 8. Section 47-10-21 NMSA 1978 (being Laws 1993,
21 Chapter 147, Section 7) is amended to read:

22 "47-10-21. PROVISION OF UTILITY SERVICES--ADMINISTRATIVE
23 FEE--DISCLOSURE REQUIREMENT.--

24 A. A landlord may charge residents a reasonable fee
25 to offset the cost of administration incurred by a landlord

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1 when ~~[he]~~ the landlord provides utility services to residents.

2 B. The amount of the administrative fee for utility
3 services shall be fully and accurately disclosed in writing in
4 a rental agreement, pursuant to the provisions of Paragraph
5 ~~[(6)]~~ (10) of Subsection A of Section ~~[47-10-14]~~ 47-10-3 NMSA
6 1978.

7 C. A landlord shall fully and accurately disclose
8 in writing to a resident any increase in the administrative
9 fee. The disclosure shall be provided to a resident at least
10 sixty days prior to implementation of an increase in the
11 administrative fee."

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

14 "47-10-23. CIVIL PENALTIES--ENFORCEMENT.--

15 ~~[A. For each violation by a landlord of the~~
16 ~~provisions of Sections 47-10-19 through 47-10-22 NMSA 1978, a~~
17 ~~landlord may be charged a civil penalty not to exceed five~~
18 ~~hundred dollars (\$500).~~

19 ~~B. The remedies provided in this section are not~~
20 ~~exclusive and do not limit the rights or remedies that are~~
21 ~~otherwise available to a resident under any other law.]~~

22 A. The attorney general or district attorney may
23 seek a temporary or permanent injunction, civil penalties not
24 to exceed ten thousand dollars (\$10,000) per violation and
25 compensation on behalf of a resident or resident association

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1 for a violation of the Mobile Home Park Act. The court shall
2 award court costs and attorney fees for a successful action
3 brought pursuant to this section.

4 B. The court may award civil penalties in an amount
5 of ten thousand dollars (\$10,000) per violation of an
6 injunction ordered pursuant to this section.

7 C. The court may order a receiver to operate a
8 mobile home park when the court determines that the landlord
9 does not have the financial capacity to operate the mobile home
10 park or a receivership is the most effective means of ensuring
11 compliance with a court order."

12 SECTION 10. A new section of the Mobile Home Park Act is
13 enacted to read:

14 "[NEW MATERIAL] PRIVATE REMEDIES.--

15 A. A landlord who has violated a provision of the
16 Mobile Home Park Act is liable to a resident or resident
17 association for the sum of:

18 (1) actual damage, including any emotional
19 distress sustained by a resident;

20 (2) in the case of an individual action, twice
21 the monthly rental amount per violation, and in the case of an
22 action by a resident association, two thousand dollars (\$2,000)
23 per violation; and

24 (3) the resident's or resident association's
25 reasonable attorney fees and court costs.

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1 B. The court may order temporary or permanent
2 injunctive relief and other equitable relief as the court deems
3 necessary, including the appointment of a receiver to operate
4 the mobile home park.

5 C. When the court finds that a landlord's violation
6 is willful or reckless, or when the court finds that the
7 landlord has not attempted to resolve the dispute in good
8 faith, the court shall award at least treble actual damages and
9 may, at the court's discretion, award punitive damages greater
10 than the treble actual damages. An attempt to unlawfully evict
11 a resident, terminate utility service or prevent the resident
12 from entering the resident's home is presumptively a willful or
13 reckless violation.

14 D. When the court finds that a resident or resident
15 association brought a groundless action in bad faith for the
16 purposes of harassment, the court shall award the landlord
17 reasonable attorney fees as necessary to defend the action.

18 E. A resident or resident association may petition
19 the court for the establishment of a receivership when, at
20 least five days after receiving written notice, a landlord
21 fails to remedy:

22 (1) a lack of heat, running water, electricity
23 or adequate sewage facilities that the landlord has a duty to
24 provide pursuant to a rental agreement or law; or

25 (2) a condition that is imminently dangerous

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1 to the life, health or safety of the residents."

2 SECTION 11. REPEAL.--Sections 47-10-6 and 47-10-14 NMSA
3 1978 (being Laws 1983, Chapter 122, Sections 6 and 14, as
4 amended) are repealed.

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