

Short Timelines and Rising Rents: The Rental Landscape in 2026

Riley Masse, Attorney, New Mexico Center on Law & Poverty
Bryce Dorato, Attorney, New Mexico Legal Aid, Inc.
Cassie Fleming, Attorney, New Mexico Legal Aid, Inc.



Agenda

- **Rising rents and the eviction timeline**
- **Issues with nonpayment of rent eviction cases**
- **What fees are assessed during and after a tenancy?**
- **Issues for RV and camper residents**



Rent is Rising



- From 2017-2024, the median monthly rent in New Mexico increased 58%, almost double the national increase of 29%
- In Santa Fe, the average rent increased by 74%
- Across New Mexico, average monthly rent is now up to \$1,700

Source: Alex Horowitz, Pew Charitable Trust; Zillow Rental Market summary

Families are cost-burdened

- From 2020-2024, the median New Mexican family income was \$64,059
- An estimated 16-18% of New Mexicans live below the federal poverty level (currently \$15,960 for a single person and \$33,000 for a family of four)
- This translates to 50% of New Mexicans spending more than 30% of their income on rent, and 27% spending more than half of their income on rent

Source: US Census QuickFacts; Alex Horowitz, Pew Charitable Trusts

Homelessness Continues to Rise

- The 2026 Point-in-Time (PIT) Count found **3,112** total people within 2,628 total households experienced homelessness in **Albuquerque** on January 26, 2026
- **Statewide**, the PIT found a total of **5,285** individuals experiencing homelessness on January 26, 2026
- There is an estimated **87% increase in homelessness** in New Mexico from 2017-2024

Source: New Mexico Coalition to End Homelessness 2026 Point-in-Time Report; Alex Horowitz, Pew Charitable Trusts

The Eviction Process



Governing Law

For residential tenancies, the eviction process is governed by the **Uniform Owner-Resident Relations Act (UORRA)**, NMSA 1978, § 47-8-1 to -52

Primary Basis

Non-payment of rent is the most frequent basis for eviction in New Mexico

Eviction Timeline

- For nonpayment of rent, owners serve a 3-day notice, allowing tenants 3 days to pay all past due amounts. § 47-8-33(D)
- If full amount is not paid in 3 days, the owner can immediately file for eviction in Metropolitan or magistrate court. *Id.*
- By law, the Court is supposed to set a hearing within 7-10 days from service of the summons. § 47-8-43(A)(1)
- If the Court finds in favor of the owner, a judgement is entered that same day, and a writ of restitution—ordering the sheriff to remove the tenant—is issued with an effective date of 3-7 days from the date of the judgement. § 47-8-46(A)

Comparison to Other States

- New Mexico is one of 16 states with a 3-day notice period for nonpayment.
- Other states have a range of notice periods from 5 days to 30 days for nonpayment.

The Impacts of Eviction

- Even the threat of eviction (notice alone), increases the risk of **death by 19%** (Social Science & Medicine Journal, 2024)
- Evicted **children** are more likely to suffer from depression and anxiety, and they are more likely to have **lower cognitive scores and academic achievement** (Pediatrics, 2022; MedRxIV, Jamie L. Hanson, 2024; Social Science & Medicine, 2022)
- Individuals who experience an eviction are **14%–19% more likely to apply to a homeless shelter** (NYU, Wagner School of Public Service, 2018)
- Eviction causes numerous other negative health and social impacts, including the reduced ability to find future housing

Longer Notice Periods Reduce Evictions

- Extending the notice period for nonpayment could drastically reduce the eviction rate by allowing residents more time to come up with past due amounts and make payments
- This benefits owners because they are more likely to get paid and can save the costs of going to court
- A reduction of eviction rates leads to a reduction in homelessness and an overall improvement to community health

Issues with Nonpayment of Rent Cases

- **Uniform Owner-Resident Relations Act (UORRA)**

- The parties' rental agreement sets the amount of rent that is due each month. NMSA § 47-8-15.
- If a landlord believes that a tenant is behind on rent, the landlord can serve the tenant with a three-day notice of nonpayment of rent. NMSA § 47-8-33(D).
 - The landlord need only to post the notice on the tenant's door. NMSA § 47-8-13(D).
- The tenant then has three days to cure the alleged nonpayment. NMSA § 47-8-33(D).
- If the tenant cures the alleged nonpayment, the landlord cannot file an eviction case against the tenant. NMSA § 47-8-33(D).
- If the tenant does not cure the alleged nonpayment within three days, the landlord can file an eviction case in court to try to get the court to order the tenant evicted. NMSA § 47-8-40(A)(2).

Calculating Past Due Rent

- Eviction cases for nonpayment of rent are most common.
- Landlords are not required to attach an accounting or ledger to the notice of nonpayment.
- Landlords are not required to attach an accounting or ledger to their complaint for eviction (petition for restitution).
- Without an accounting or ledger, tenants do not have a way of knowing if the amount of rent their landlord is alleging they owe is correct.

Filing an Action for Nonpayment of Rent

- To start an eviction action, the landlord files a petition for restitution in the magistrate or metropolitan court where the rental unit is located.
- In a petition for nonpayment of rent, the landlord notes how much they believe the tenant is behind on rent, and how much rent will accrue until the tenant is evicted.

PETITION BY OWNER FOR RESTITUTION (Uniform Owner-Resident Relations Act)

The plaintiff alleges:

1. Plaintiff is lawfully entitled to possession of the premises located at:

_____, New Mexico _____.
2. Defendant entered into possession of the premises under a rental agreement and has breached the terms of the agreement, as follows:
_____.
3. Plaintiff gave written notice of
☐ termination
☐ breach of the rental agreement
to defendant on _____, _____ (date), and defendant has failed to remedy the breach.

A copy of the written notice is attached as Exhibit A.

(check and complete if applicable)
☐ 4. Defendant is indebted to plaintiff in the sum of \$ _____ for unpaid rent, plus \$ _____ rent per day to date of restitution, plus damages as determined by the court.
☐ 5. Plaintiff holds \$ _____ of defendant as a damage deposit under the rental agreement.
☐ 6. Plaintiff requests separate trials on the issues of restitution and damages.

Plaintiff requests judgment against defendant, as follows:

1. Immediate possession of the premises;
2. Unpaid rent of \$ _____, plus \$ _____ per day to date of restitution;
3. Damages as may be determined by the court;
4. Costs of this action;
5. Reasonable attorneys fees;
6. A civil penalty as provided by law;
7. Such other relief as the court may deem reasonable.

The Court Process for Nonpayment of Rent Cases

- The parties attend court.
- The court asks the landlord how much rent the tenant owes.
- The tenants responds to the landlord's allegations.
- The court enters a judgment.
- Nonpayment of rent trials can be as short as 40 seconds.

Ledgers

Date	Chg Code	Description	Charge	Payment	Balance	Chg/Rec
11/01/2024	dep	Security Deposit	300.00		300.00	<u>67536976</u>
11/01/2024				300.00	0.00	<u>35177627</u>
01/01/2025	rhap	Rent HAP Amount 01/01/2025 to 01/31/2025 Lease Charge Adjustment	827.00		827.00	<u>68073198</u>
01/01/2025	rent	Rent 01/01/2025 to 01/31/2025 Lease Charge Adjustment	1,035.00		1,862.00	<u>68073201</u>
01/01/2025	rent	Rent 01/01/2025 to 01/31/2025 Lease Charge Adjustment	(827.00)		1,035.00	<u>68073202</u>

HAP

01/01/2026	rent	Rent (01/2026)	215.00		658.45	<u>70748659</u>
01/01/2026	rhap	Rent HAP Amount (01/2026)	820.00		1,478.45	<u>70752440</u>
01/07/2026	late	5% late fee of housing payment	10.75		1,489.20	<u>70914980</u>
01/27/2026	late	5% late fee of housing payment	10.75		1,499.95	<u>71208908</u>
02/01/2026	rent	Rent (02/2026)	215.00		1,714.95	<u>71026957</u>
02/01/2026	rhap	Rent HAP Amount (02/2026)	820.00		2,534.95	<u>71026958</u>

The Problems:

1. Most ledgers are inaccurate and charge tenants rent and/or fees that the tenant does not owe.
2. Tenants are being evicted for amounts of rent that they do not owe.
3. Tenants are being evicted for nonpayment without the opportunity to see and/or dispute how their landlord is calculating their rent balance.
4. Courts are entering judgments against tenants without seeing how landlords are calculating the alleged nonpayment.
5. Three days is not a meaningful amount of time for tenants who are behind on rent to pay their landlords.
6. Nonpayment of rent cases deter tenants from exercising their rights under UORRA (e.g., abatement).

Uniform Owner-Resident Relations Act, NMSA 1978, § 47-8-1, *et seq.*

- Late fees on monthly rent capped at 5 percent, NMSA 1978, § 47-8-15
 - (lowered from 10 percent, effective June 20, 2025)
- Otherwise, landlord can charge “rent,” defined as *any* payments pursuant to terms & conditions of lease. NMSA 1978, § 47-8-3(P)

Rental Fines and Fees

Uniform Owner-Resident Relations Act, NMSA 1978, § 47-8-1, *et seq.*

- Late fees on monthly rent capped at 5 percent, NMSA 1978, § 47-8-15
 - (lowered from 10 percent, effective June 20, 2025)
- Otherwise, landlord can charge “rent,” defined as *any* payments pursuant to terms & conditions of lease. NMSA 1978, § 47-8-3(P)

Federally-Subsidized Housing

Such as:

- HUD-owned properties or USDA housing
- Section 8 vouchers used at private-owned housing
- Landlord participates in Low-Income Housing Tax Credit Program & other federal subsidies

Department of Housing & Urban Development (HUD) + Landlord execute a Housing Assistance Payment (HAP) contract

- The HAP specifies **maximum** monthly rent charged to tenant (including utilities, all maintenance and management charges) based on income

(G) UTILITIES AND APPLIANCES

(1) The Landlord shall provide the utilities and appliances listed in column (1) below for the dwelling unit without any additional charge to the Tenant. The utilities in column (2) below are not included in the Rent and are to be paid by the Tenant.

TYPE OF UTILITY	COLUMN 1 Landlord Pays	COLUMN 2 Tenant Pays	
Garbage Collection	☒	☐	The Range for the dwelling shall be provided by the _____ (Tenant or <u>Landlord</u>).
Water	☒	☐	The Refrigerator for the dwelling shall be provided by the _____ (Tenant or <u>Landlord</u>).
Sewer	☒	☐	
Gas	☒	☐	
Electric	☒	☐	

(H) MAINTENANCE AND SERVICES

Landlord cannot assess any fees above this base rent and utilities

Examples of Fees



Common area fees –

**- cleaning, maintenance,
utilities for common areas**

Pest control

Risk mitigation fee

Credit premium fee

“Pay-to-pay” – fee to pay online

“Trash fees” (on top of utilities)

Month-to-month fees

**Renters’ insurance or “liability to
landlord” insurance**

**Admin fee to process renters
insurance**



RENTAL LEASE AGREEMENT

LANDLORD NAME:	Vukota La Entrada Apartment Homes, LP
LANDLORD'S AGENT:	Avantic Residential
LANDLORD	8000 MONTGOMERY BLVD NE, ALBUQUERQUE, NM
PHONE/E-MAIL:	(505) 294-4010/ laentradaapartments@avanticres.com

RESIDENT NAME:	[REDACTED]
OTHER OCCUPANTS:	[REDACTED]
RESIDENT ADDRESS:	[REDACTED]

LEASE TERM:	2	Lease
	START DATE: 03/11/2020	END DATE:
	MOVE-IN DATE: 03/11/2020	

MONTHLY CHARGES

Rent	\$ 788.00
Credit Premium	\$ 25.00
Risk Mitigation Fee	\$ 12.50
TOTAL	\$ 825.50

SECURITY DEPOSIT

Security Deposit	\$788.00
Pet Deposit	\$0.00
TOTAL	\$788.00+

 _____ (the "Owner," "we") and
Sue Chmura

(the "Resident," "you"), for Unit No. (if applicable) 108-I located at 301 Western Skies Dr
SE Apt 108-I (street address)
in Albuquerque, NM 87123
 (city, state, zip code).

This Lease contains all deposits, rent, fees and other charges you may owe. No additional monthly rent or fees or deposits shall be charged unless it is incorporated into this agreement by way of a separate addendum after execution of the rental agreement.

CUSTOMIZED TOTAL MONTHLY LEASING PRICE (TMLP)

Includes:

- Base Rent
- Mandatory Fixed Monthly Fees (including charges billed by the utility billing provider)
- Optional Fixed Monthly Fees (if elected)

Excludes:

- Recurring monthly discounts and/or concessions
- Variable/usage-based fees
- One-time fees, deposits
- Utilities and other charges paid to third parties
- Move-in/move-out charges

The Customized TMLP for the leased premises is: \$ 784.00 *.

BASE RENT

Monthly Base Rent (excludes concessions, discounts, and other fees or expenses): \$ 784.00.

FEES & CHARGES OVERVIEW

The below includes amounts for required, optional and situational fees that may be charged (owed) during Resident's lease term.

Item & Definition	Amount	Method	Frequency/Timing	Charge Type
Payment Services - Alternative-Amount for using a third party rent payment installment program (i.e. Flex, Jetty Rent).	Varies	Per Occurrence	Per Occurrence	Situational
Utility - Electric-Amount for provision and consumption of electricity.	Usage-Based (Utilities)	Per Unit	Per Month	Required

Item & Definition	Amount	Method	Frequency/Timing	Charge Type
Utility - Electric - Third Party-Amount for provision and consumption of electric paid to a third party.	Usage-Based (Utilities)	Per Unit	Per Month	Required
Utility - New Account Fee-Amount to establish utility services.	25.00	Per Unit	One-Time/At Move-in	Required
Common Area Maintenance-Shared amount for maintaining common areas.		Per Unit	Per Month	Required
Security Deposit (Refundable)-Amount intended to be held through residency that may be applied toward amounts owed at move-out. Refunds processed per application and lease terms.	350.00-450.00	Per Unit	One-Time/At Move-in	Required
Utility - Gas-Amount for provision and consumption of natural gas.	Usage-Based (Utilities)	Per Unit	Per Month	Required
Utility - Sewer-Amount for provision of sewer services.	Usage-Based (Utilities)	Per Unit	Per Month	Required
Trash Services - Hauling-Amount for shared trash/waste services.	Usage-Based (Utilities)	Per Unit	Per Month	Required

Item & Definition	Amount	Method	Frequency/Timing	Charge Type
Utility - Water-Amount for provision and consumption of water	Usage-Based (Utilities)	Per Unit	Per Month	Required
Legal/Eviction Fees-Amount for legal expenses incurred for lease violations.	Varies	Per Occurrence	Per Occurrence	Situational
Late Fee-Amount for paying after rent due date; per terms of lease.	5.00%	Per Occurrence	Per Occurrence	Situational
Early Lease Termination/ Cancellation-Amount to terminate lease earlier than lease end date; excludes rent and other charges.	200.00%	Per Occurrence	Per Occurrence	Situational
Returned Payment Fee (NSF) -Amount for returned payment.	50.00	Per Occurrence	Per Occurrence	Situational
Access Device - Replacement-Amount to obtain a replacement access device for community; fobs, keys, remotes, access passes.	5.00-50.00	Per Device	Per Occurrence	Situational
Pest Control Services-Amount for pest control services.		Per Unit	Per Month	Required

Item & Definition	Amount	Method	Frequency/Timing	Charge Type
Pet Rent-Monthly amount for authorized pet.	35.00	Per Pet	Per Month	Optional
Application Fee-Amount to process application, initiate screening, and take a rental home off the market.	50.00	Per Applicant	One-Time/At Application	Required
Administrative Fee-Amount to facilitate move-in process for a resident.	250.00	Per Unit	One-Time/At Move-in	Required
Pet Fee-Amount to facilitate authorized pet move-in.	250.00	Per Pet	One-Time/At Move-in	Optional
Utility - Billing Administrative Fee-Amount to manage utility services billing.	6.50	Per Unit	Per Month	Required
Utility - Final Bill Fee-Amount billed to calculate final utility statement.	10.00	Per Unit	One-Time/At Move-out	Required
Renters Liability Only - Non-Compliance-Amount for not maintaining required Renters Liability Policy.	8.00	Per Unit	Per Occurrence	Situational

Item & Definition	Amount	Method	Frequency/Timing	Charge Type
Renters Liability/Content - Property Program-Amount to participate in the property Renters Liability Program.	13.00	Per Unit	Per Month	Optional
Renters Liability Insurance - Third Party-Amount for renters liability insurance obtained through resident's provider of choice.	Varies	Per Leaseholder	Per Month	Required
Holding Deposit (Refundable)-Amount to hold rental home off the market at time of application. Amount applied to security deposit and/or amounts owed upon application approval. Refundable per terms of application.	100.00	Per Unit	One-Time/At Move-in	Required
Security Deposit Alternative-Amount for alternate program in lieu of paying a traditional security deposit.	Varies	Per Unit	One-Time/At Move-in	Optional



RUBS – Ratio Utility Billing System – a new way to handle utilities



Ratio utility billing services typically work like this:

A landlord or property management company contracts with a third-party biller which takes over management of various building utilities and infrastructure. Charges often include gas, water, sewer, electric, pest control and trash. Fees may be for “common area” charges, such as electricity in hallways, as well as for charges assigned to individual units.

The bills tenants receive for Rubs do not reflect their individual usage. Instead, formulas are used to estimate a tenant’s share of the building’s bill based on things like a unit’s square footage, the number of residents in an apartment or the number of units occupied in the building that month.

It is often confusing for tenants.

Source: McMillan, Tracie, “It kept adding up:’ How add-on utility fees can lead to eviction for tenants,” The Guardian (Aug 20, 2026), <https://www.theguardian.com/us-news/2026/aug/20/utility-fees-tenants-eviction>



RUBS – Ratio Utility Billing System – a new way to handle utilities

These costs are rarely given prices in apartment listings or leases. Unlike standard utility bills, where tenants owe money to the utility company, Rubs are owed to the landlord and often paid through a third-party billing company. Many leases that include Rubs are written so tenants can be evicted for not paying utilities even if they have paid their rent.

Eight cities in California have banned the use of Rubs within their borders and multiple states have passed laws regulating the practice. California's

In Colorado, a [study](#) released last month by the Urban Institute and Denver's Community Economic Defense Project found that utility fees were the most common charge on top of rent for more than 1,100 tenants facing eviction. In one example, the study said, a tenant had to pay as much as \$2,620 a month to stay current on rent and fees and avoid eviction, but the only monthly charges listed in their lease were \$1,725 for rent plus \$35 for "pet rent".

Source: McMillan, Tracie, "It kept adding up: How add-on utility fees can lead to eviction for tenants," The Guardian (Aug 20, 2026), <https://www.theguardian.com/us-news/2026/aug/20/utility-fees-tenants-eviction>

- a) **Water** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☒ water bills will be billed by the service provider to us and then allocated to you based on the following formula: 8
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☒ 3rd party billing company if applicable RealPage Utility Management
- b) **Sewer** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☒ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: 8
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☒ 3rd party billing company if applicable RealPage Utility Management
- c) **Gas** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☒ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: 8
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☒ 3rd party billing company if applicable RealPage Utility Management
- d) **Trash** service to your dwelling will be paid by you either:
- ☐ directly to the service provider; or
 - ☒ trash bills will be billed by the service provider to us and then allocated to you based on the following formula: 10
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☒ 3rd party billing company if applicable RealPage Utility Management
- e) **Electric** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☒ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: 8
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☒ 3rd party billing company if applicable RealPage Utility Management
- f) **Stormwater** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☒ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: 10
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☒ 3rd party billing company if applicable RealPage Utility Management
- g) **Cable TV** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____
- h) **Master Antenna** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: n/a
 - ☐ If flat rate is selected, the current flat rate is \$ _____ n/a _____ per month.
 - ☐ 3rd party billing company if applicable n/a
- i) **Internet** service to your dwelling will be paid by you either:
- ☒ directly to the utility service provider; or
 - ☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____
- j) (Other) Common Area Gas & Electric service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☒ bills will be billed by the service provider to us and then allocated to you based on the following formula: 8
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☒ 3rd party billing company if applicable RealPage Utility Management

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
- "2" - Calculation of your total water use based on sub-metering of hot water
- "3" - Calculation of your total water use based on sub-metering of cold water
- "4" - Flat rate per month
- "5" - Allocation based on the number of persons residing in your dwelling unit
- "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
- "7" - Allocation based on square footage of your dwelling unit
- "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
- "9" - Allocation based on the number of bedrooms in your dwelling unit

"10" - Allocation based on a lawful formula not listed here

(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

10. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Addendum and will supersede any conflicting provisions of this printed Addendum and/or the Lease Contract.

Method 10: Calculated based on the total amount billed by the service provider divided equally among all units. Billed trash expense may include, but is not limited to, actual trash invoice, internal trash-related expense, junk/bulky item pick up, porter service, consulting/management expense, equipment rental/maintenance, trash management costs, trash-related cleaning costs (including trash chute cleaning), trash contamination prevention costs, shared savings, organic waste sorting/disposal, odor control, trash auditing costs, and recycling charges. Utility calculations include a portion of common area costs. A final bill fee in the amount of \$10.00 will be assessed upon move out.

Franchise Fee method 10 - Vendor expense allocated equally across total unit count.

Fees Assessed When Payments Late

“server fees” & “typing fees”

- Late fees in disguise? UORRA violation?
- Not in lease – UORRA violation?
- Breach of HAP contract

4-902 [§§ 47-8-27.1, 47-8-33, 47-8-37 NMSA 1978]

SEVEN-DAY NOTICE OF NONCOMPLIANCE
WITH RENTAL AGREEMENT
(OTHER THAN FAILURE TO PAY RENT)
(Uniform Owner-Resident Relations Act)

To: SERAFINA GUSTAMANTES
Address: 2101 West First Street
Roswell, New Mexico 88201

DATE: MAY 5, 2025

You are notified that you are not in compliance with the rental agreement or separate agreement concerning the premises at:
2101 West First Street
Roswell, New Mexico 88201

in that on or about May 5, 2025 (date), the following noncompliance occurred:

FEB RENT:	\$391.00	LEGAL SERVER FEES:	\$25.00
MARCH RENT:	\$566.00	TYPING FEES:	\$10.00
APRIL RENT:	\$711.00		
MAY RENT:	\$391.00		
MAY LATE FEES:	\$70.00		
TOTAL AMOUNT DUE:		\$2,164.00 Itemized Above	

[X] First notice. If this noncompliance is not corrected within seven (7) days from the date of delivery set out below, the rental agreement shall be terminated and you shall be required to vacate the premises. Regardless of whether this noncompliance is corrected, if a second material noncompliance with the rental agreement or any separate agreement occurs within six (6) months of this initial noncompliance, the rental agreement will be terminated.

[] Second notice. You were given previous notice of noncompliance on (date). Therefore you have been in material noncompliance twice or more within a six month period. As a result the rental agreement shall terminate seven (7) days from the date of delivery set out below. You must vacate the premises no later than MONDAY - May 12, 2025 (date). Failure to vacate by this date will result in a legal action against you.

Dated this 5th day of MAY 2025

Rebecca P. Wilson (Owner) (Agent) (Resident)

Service of notice:
☐ personally delivered to resident
☒ posted
☐ mailed certified mail, return receipt requested

[] Delivered [] posted: Mailed:
 Time: 1402 Time:
 Date: 05/07/2025 Date:
 By: Phil Sexton By:

cc: Eastern Regional Housing Authority
Attn: Kathy, Case Worker

Civil Form 4-902

June 30, 2025

SERAFINA GUSTAMANTES
2101 West First Street
Roswell, New Mexico 88201

Dear Ms. Gustamantes:

As noted on the 7-day Notice of Noncompliance With Rental Agreement, your total amount owed was shown to be:

RENT FOR JUNE:	\$ 633.00
LATE FEE after 3 rd :	\$ 50.00
\$10/day after:	\$ 270.00 (27 days @ \$10/day)
SERVER FEES:	\$ 50.00
TYPING FEES:	\$ 30.00
\$1,033.00 (Total owed for June 2025)	

This is your second notice for the month of June, 2025.

Rebecca P. Wilson (Landlord)
P. O. Box 4083
Roswell, New Mexico 88202
Phone: 575-910-9391

cc: Eastern Regional Housing Authority & Sanders Law Firm
Attn: Kathy, Case Worker 701 West Country Club Road
P. O. Drawer 2057 Roswell, New Mexico 88201

SERVED BY: PHIL SEXTON (Legal Server for the Courts)

Time: 11:43
Date: 06/30/2025
How: BATED
By: Phil Sexton

UORRA 47-8-48(A): if suit is brought by any party to enforce lease, the prevailing party entitled to reasonable attorney fees and costs

Yet, lease states:

RESIDENT LIABILITY. Resident shall indemnify, defend, and hold harmless Owner and its members, managers, agents, and employees from and against any and all losses, damages, liabilities, claims, obligations, costs, expenses (including reasonable attorneys' fees and costs, whether or not a suit is filed), or causes of action resulting from or in connection with the conduct of or the use of the Unit or Premises by Resident or Resident's family members or Resident's guests.

DATE	NAME	DESCRIPTION	AMOUNT
10/01/2025	brent	Base Rent (10/2025)	911.00
10/01/2025	insfee	Insurance Monthly Fee (10/2025)	12.00
10/06/2025	lfee	Late Fees	15.40
10/10/2025	legal	Legal Fees/Settlement	114.67
11/01/2025	brent	Base Rent (11/2025)	911.00
11/01/2025	insfee	Insurance Monthly Fee (11/2025)	12.00

11. EARLY MOVE-OUT. You will be responsible for either:

- ☐ our actual damages incurred, or
- ☒ a Termination Fee in the amount of \$ 1568.00 if you:
 - (1) fail to give written move-out notice as required in paragraph 44 (Move-Out Notice) or other applicable law; or
 - (2) move out without paying rent in full for the entire lease term or renewal period; or
 - (3) move out at our demand because of your default; or
 - (4) are judicially evicted.

If the parties have checked this paragraph, you may terminate your tenancy, even during the Initial Term, on 60 days written notice, accompanied by payment of a termination fee of \$ 1568.00 as full compensation for our expenses of re-renting the Premises and loss of rental income as a result of Resident's early termination of your tenancy. The Termination Fee is not compensation for accrued rent or other charges which have already come due or for damages, cleaning or any other charges which cannot be determined until you vacate the Apartment.

44. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early under paragraph 22 (Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 11 or 22 (Early Move-Out, Release of Resident), or any other applicable laws. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.

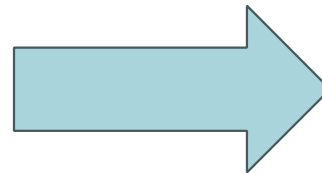
Fees Assessed at Move-out

Within 30 days of move-out, UORRA requires a landlord to:

- return a tenant's deposit OR
- provide an accounting of charges assessed that required keeping deposit. NMSA 1978, §47-8-18(C)

- Termination fees – as much as 1-2 months rent
- Unpaid rent, utilities
- “make ready fees”
- Replacing locks
- “Damage” to unit

Landlords then send an accounting seeking to collect *thousands of dollars* from tenant



Landlord assigns debt to debt collector

- Sends collections letter and makes calls,
- reports debt to credit bureaus



Enclosed please find an itemized list of charges. Based on these charges, you have a balance due of \$5,327.14.

Credits

Security Deposits	\$300.00
Total Credits	\$300.00

Charges

nov legal	\$41.29
Unit B2 - Maintenance - Make Ready Labor - Make ready	\$403.66
Unit B2 - Repair Materials - make ready paint	\$202.41
Unit B2 - replaced locks	\$75.00
Unit B2 - Make ready	\$687.39
Unit B2 - Heavy duty shelf, cleaner and degreaser, drywall tape, wire rings	\$94.91
Unit B2 - tile flooring, plywood, adhesive	\$81.22
Unit B2 - Paint	\$54.75
Unit B2 - Make ready	\$512.84
Unit B2 - replaced flooring	\$1,793.93
Unit B2 - replaced carpet	\$874.66
Unit B2 - Make ready	\$237.87
Unit B2 - Door knob, wall plate, fire extinguisher, screws, painters rags	\$163.41
Unit B2 - October 2023	\$242.80

Nearly \$3,000 in “make ready” fees

Flooring – NM courts want to know when flooring installed, and if installed prior to resident’s tenancy, tenant can only be charged pro rated cost of flooring

“Oct 2023” – rent, she had already paid

Compare statement to judgment for restitution



Tesoro on Spain (new)
9900 Spain Road NE
Albuquerque, NM 87111

Statement Date: Apr 04, 2022
Balance: \$4,854.77

Christopher Teufel
9900 Spain Road NE #2093
Albuquerque, NM 87111

Lease: 13482926
Unit: Q 2093
Move In Date: 01/27/2016
Lease Start Date: 09/01/2021
Lease End Date: 03/08/2022

Open Items

Date	Description	Amount	Tax	Total
03/14/2022	Lease Termination Fee	\$845.00	\$0.00	\$845.00
03/14/2022	Attorney Or Legal Charges	\$250.00	\$0.00	\$250.00
03/14/2022	Damage Charges	\$225.00	\$0.00	\$225.00
03/11/2022	RUBS - Electric	\$127.65	\$0.00	\$127.65
03/11/2022	RUBS - Pest Control	\$3.73	\$0.00	\$3.73
03/11/2022	RUBS - Water and Sewer	\$25.98	\$0.00	\$25.98
03/11/2022	RUBS Fee	\$6.26	\$0.00	\$6.26
03/11/2022	RUBS - Gas	\$80.86	\$0.00	\$80.86
03/11/2022	RUBS - Water and Sewer	\$34.59	\$0.00	\$34.59
03/11/2022	RUBS - Trash	\$22.25	\$0.00	\$22.25
03/11/2022	Damage Charges	\$1.95	\$0.00	\$1.95
03/04/2022	Late Charges	\$84.50	\$0.00	\$84.50
03/02/2022	Mitigated Risk	\$35.00	\$0.00	\$35.00
03/01/2022	RUBS Fee	\$6.26	\$0.00	\$6.26
03/01/2022	RUBS - Gas	\$43.32	\$0.00	\$43.32
03/01/2022	Rent	\$218.06	\$0.00	\$218.06
03/01/2022	Pet Rent	\$10.32	\$0.00	\$10.32
03/01/2022	RUBS - Water and Sewer	\$18.53	\$0.00	\$18.53
03/01/2022	RUBS - Water and Sewer	\$13.92	\$0.00	\$13.92
03/01/2022	Parking Charges	\$20.00	\$0.00	\$20.00
03/01/2022	RUBS - Electric	\$68.38	\$0.00	\$68.38
03/01/2022	RUBS - Trash	\$11.92	\$0.00	\$11.92
03/01/2022	RUBS - Pest Control	\$2.00	\$0.00	\$2.00
02/01/2022	RUBS Fee	\$6.26	\$0.00	\$6.26
02/01/2022	Pet Rent	\$40.00	\$0.00	\$40.00
02/01/2022	RUBS - Electric	\$72.60	\$0.00	\$72.60
02/01/2022	RUBS - Gas	\$38.44	\$0.00	\$38.44
02/01/2022	RUBS - Pest Control	\$2.00	\$0.00	\$2.00
02/01/2022	RUBS - Trash	\$11.79	\$0.00	\$11.79
02/01/2022	RUBS - Water and Sewer	\$12.18	\$0.00	\$12.18

Tesoro on Spain (new)
9900 Spain Road NE | Albuquerque | NM | 87111

IN THE METROPOLITAN COURT
TESORO ON SPAIN

v.
CHRISTOPHER TEUFEL

Plaintiff,
Defendant.

FILED IN THIS OFFICE
WEDNESDAY, FEBRUARY 16, 2022
1:54 PM

Case No. T-4-CV-2022-000556

JUDGMENT FOR RESTITUTION (Uniform Owner-Resident Relations Act)¹

THIS MATTER was set for trial on February 16, 2022. The Plaintiff Tesoro on Spain appeared by repres and the Defendant Christopher Teufel appeared in person. Having heard the evidence and argument presented, t Court finds in favor of the Plaintiff.

IT IS THEREFORE ORDERED:

- The premises located in Bernalillo County, New Mexico at 9900 Spain Rd NE Unit Q-2093 Albuquerque, 87111 shall be restored to the Plaintiff.
- The rental agreement is terminated. The parties shall notify the Court of any change of address.
- Plaintiff shall recover from Defendant the following amounts:

Rents Past Due	\$0.00	
Rents Prorated This Month	\$0.00*	* 845.00 Base
Late Fees	\$0.00	Rental
Utilities	\$0.00	days this month
Concession Fee	\$0.00	
Termination Fee	\$0.00	
Other	\$0.00	
Attorney's Fees	\$225.00	
Costs	\$131.46	
Damages ²	\$0.00	
LESS: Payments	\$0.00	
LESS: Abatement	\$0.00	
LESS: Deposit	\$0.00	
TOTAL AMOUNT DUE	\$356.46³	

Compare statement to judgment for restitution

Plaintiff,
v.
JENNIFER L VITTER
Defendant.

Case No. T-4-CV-2025-002501

JUDGMENT FOR RESTITUTION (Uniform Owner-Resident Relations Act)¹

THIS MATTER was set for trial on March 31, 2025. The Plaintiff Rhino Realty Property Management appeared by attorney and the Defendant Jennifer Vitter appeared in person. Having heard the evidence and argument presented, the Court finds in favor of the Plaintiff.

IT IS THEREFORE ORDERED:

1. The premises located in Bernalillo County, New Mexico at 4211 Mesa Grande Pl SE Unit 2 Albuquerque, NM 87108 shall be restored to the Plaintiff.
2. The rental agreement is terminated. The parties shall notify the Court of any change of address.
3. Plaintiff shall recover from Defendant the following amounts:

Rents Past Due	\$765.00	
Rents Prorated This Month	\$350.00*	* 750.00Base Rental
Late Fees	\$0.00	14 days this month
Utilities	\$0.00	
Concession Fee	\$0.00	
Termination Fee	\$0.00	
Other	\$0.00	
Attorney's Fees	\$158.00	
Costs	\$131.46	
Damages ²	\$0.00	
LESS: Payments	\$0.00	
LESS: Abatement	\$0.00	
LESS: Deposit	\$0.00	
TOTAL AMOUNT DUE	\$1,404.46²	

Re: Security Deposit Statement

Dear Jennifer L. Vitter:

Enclosed please find an itemized list of charges for 4211 Mesa Grande PL SE Albuquerque, NM 87108

Based on these charges, you have a balance due of \$2,488.41.

Credits

Security Deposits	\$600.00
Total Credits	\$600.00

Charges

March 2025	\$650.00
March 2025 - Water Utility	\$40.00
Late Fee for Mar 2025	\$75.00
April 2025	\$750.00
April 2025 - Water Utility	\$40.00
Legal Expenses - March	\$863.83
Late Fee for Apr 2025	\$75.00
Legal Expenses - April	\$64.58
HAUL AWAY ITEMS LEFT BEHIND	\$350.00
MAKE READY CLEANING	\$180.00
Total Charges	\$3,088.41

Amount Due \$2,488.41

US COLLECTIONS WEST INC

Under dispute



Account Info

Account Name	US COLLECTIONS WEST INC	Balance	\$4,498
Account Number	111322XXXXXXXXXX	Balance Updated	03/20/2023
Account Type	Collection	Recent Payment	\$0
Responsibility	Individual	Monthly Payment	\$0
Date Opened	02/14/2023	Original Balance	\$4,498
Status	Collection account. \$4,498 past due as of Mar 2023.	Highest Balance	\$0
Status Updated	Feb 2023	Terms	1 Months
		On Record Until	Aug 2029



Payment History

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2023	—	—	C	—	—	—	—	—	—	—	—	—

C Collection

Payment history guide

Collection as of Mar 2023

Compare landlord amounts to debt collector's

Enclosed please find an itemized list of charges. Based on these charges, you have a balance due of \$5,327.14.

Credits

Security Deposits	\$300.00
Total Credits	\$300.00

Charges

nov legal	\$41.29
Unit B2 - Maintenance - Make Ready Labor - Make ready	\$403.66
Unit B2 - Repair Materials - make ready paint	\$202.41
Unit B2 - replaced locks	\$75.00
Unit B2 - Make ready	\$687.39
Unit B2 - Heavy duty shelf, cleaner and degreaser, drywall tape, wire rings	\$94.91
Unit B2 - tile flooring, plywood, adhesive	\$81.22
Unit B2 - Paint	\$54.75
Unit B2 - Make ready	\$512.84
Unit B2 - replaced flooring	\$1,793.93
Unit B2 - replaced carpet	\$874.66
Unit B2 - Make ready	\$237.87
Unit B2 - Door knob, wall plate, fire extinguisher, screws, painters rags	\$163.41
Unit B2 - October 2023	\$242.80

Debt collector tries to collect

- **Two (2) Oct 2023 rent charges**
- **Nov & Dec charges not on the original accounting**

Date: 06/11/2024

Creditor:
ELEVATED MANAGEMENT GROUP

Creditor Account #: 841eb3ee-19a6-4dea-
99de-0eab41450d96

Account Information:

Account Number: 9619727
Payment Pin #: 2098
SHOCK, CHANTEL
13500 SKYLINE RD NE
ALBUQUERQUE, NM 87123

Charges/Credits on Account			
Description	Amount	Charge Date	Doc ID
Unit B2 - replaced flooring	\$1,793.93	01/10/2024	Unit B2 - replaced flooring
cleaning	\$161.00	01/10/2024	cleaning
December 2023	\$60.28	01/10/2024	December 2023
Unit B2 - Door knob, wall plate, fire extinguisher, screws, painters rags	\$163.41	01/10/2024	Unit B2 - Door knob, wall plate, fire extinguisher
Unit B2 - Heavy duty shelf, cleaner and degreaser, drywall tape, wire rings	\$94.91	01/10/2024	Unit B2 - Heavy duty shelf, cleaner and degreaser
Unit B2 - Maintenance - Make Ready Labor - Make ready	\$144.95	01/10/2024	Unit B2 - Maintenance - Make Ready Labor - Make ready
Unit B2 - Make ready	\$237.87	01/10/2024	Unit B2 - Make ready
Unit B2 - Make ready	\$512.84	01/10/2024	Unit B2 - Make ready
Unit B2 - Make ready	\$687.39	01/10/2024	Unit B2 - Make ready
Unit B2 - October 2023	\$242.80	01/10/2024	Unit B2 - October 2023
Unit B2 - Paint	\$54.75	01/10/2024	Unit B2 - Paint
Unit B2 - Repair Materials - make ready paint	\$202.41	01/10/2024	Unit B2 - Repair Materials - make ready paint
Unit B2 - replaced carpet	\$874.66	01/10/2024	Unit B2 - replaced carpet
Unit B2 - replaced locks	\$75.00	01/10/2024	Unit B2 - replaced locks
Unit B2 - tile flooring, plywood, adhesive	\$81.22	01/10/2024	Unit B2 - tile flooring, plywood, adhesive
October 2023	\$242.80	01/11/2024	October 2023
November 2023	\$30.14	01/12/2024	November 2023

Payments Received

**This includes but is not limited to payments made to Hunter Warfield, Inc. or the creditor.*

No interest is being added to your account.

Balance to Collections: \$ 5,660.36

Payments Received:

Amount Remaining: \$ 5,660.36

<http://www.elevated.com>

Residents of Recreational Vehicles and Campers

- RV and camper residents rent their lot via a rental agreement with park owners.
- Many RV and camper residents are long-term tenants who cannot easily move their homes.
- Forcible Entry or Unlaw Detainer. NMSA § 35-10-1 et seq.
 - Applies when there is no rental agreement.
- The Mobile Home Park Act
 - Excludes RVs and other similar housing. NMSA § 47-10-2(B).
- UORRA
 - Applies to rental agreements. NMSA § 47-8-51.
 - Is meant to apply broadly.

Issues for RV and Camper Residents

- As long-term tenants, many RV and camper residents cannot move their homes.
- RV park owners are evicting tenants through the forcible entry or unlawful detainer statute. NMSA § 35-10-1, *et seq.*
- UORRA is meant to apply broadly and should apply to RV and camper tenants.
- RV and camper residents are being deprived of the protections of UORRA.

Thank you

Cassie Fleming

505-545-8550

cassief@nmlegalaid.org

Bryce Dorato

bryced@nmlegalaid.org



Riley Masse

505-305-0222

riley@nmpovertylaw.org



center on
law and poverty