

## **ARTICLE 10**

### **Mobile Home Parks**

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#### **47-10-1. Short title.**

[Chapter 47, Article 10](#) NMSA 1978 may be cited as the "Mobile Home Park Act".

**History:** Laws 1983, ch. 122, § 1; 1993, ch. 147, § 1.

#### **47-10-2. Definitions.**

As used in the Mobile Home Park Act:

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

B. "mobile home" means a single-family dwelling built on a permanent chassis designed for long-term residential occupancy and containing complete electrical, plumbing and sanitary facilities designed to be installed in a permanent or semipermanent manner with or without a permanent foundation, which dwelling is capable of being drawn over public highways as a unit or in sections by special permit. "Mobile home" does not include a recreational travel trailer or a recreational vehicle, as those terms are defined in [Section 66-1-4.15](#) NMSA 1978;

C. "mobile home park", "trailer park" or "park" means a parcel of land used for the continuous accommodation of twelve or more occupied mobile homes and operated for the pecuniary benefit of the owner of the parcel of land, his agents, lessees or assignees. "Mobile home park" does not include mobile home subdivisions or property zoned for manufactured home subdivisions;

D. "mobile home space", "space", "mobile home lot" or "lot" means a parcel of land within a mobile home park designated by the management to accommodate one mobile home and its accessory buildings and to which the required sewer and utility connections are provided by the mobile home park;

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

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

G. "rental agreement" means a written agreement, including those conditions implied by law, between the management and the resident establishing the terms and conditions of a tenancy, including reasonable rules and regulations promulgated by the park management. A lease is a rental agreement;

H. "resident" means any person or family of such person owning a mobile home that is subject to a tenancy in a mobile home park under a rental agreement;

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

J. "utility services" means electric, gas, water or sewer services, but does not include refuse services;

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

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

**History:** Laws 1983, ch. 122, § 2; 1993, ch. 147, § 2; 1997, ch. 39, § 2.

### **47-10-3. Tenancy; requirements; notice to quit.**

A. No tenancy or other lease or rental occupancy of space in a mobile home park shall commence without a written lease or rental agreement, and no tenancy in a mobile home park shall be terminated until a notice to quit has been served upon the mobile home resident. The notice to quit shall be in writing directed to the resident and in the form specified in this section. The form of notice shall be deemed legally sufficient if it states:

- (1) the name of the landlord or of the mobile home park;
- (2) the mailing address of the property;
- (3) the location or space number upon which the mobile home is situated;
- (4) the county in which the mobile home is situated; and
- (5) the reason for the termination of the tenancy and the date, place and circumstances of any acts allegedly justifying the termination.

B. The notice to quit shall be served by delivering the notice to the mobile home tenant personally or by posting the notice at the main entrance of the mobile home. If service is made by posting the notice, a copy of the notice shall also be sent by certified mail to the mobile home tenant, return receipt requested. The date of a posting shall be included on the posted notice and

on the copy mailed to the mobile home tenant and shall constitute the effective date of the notice.

C. The tenant shall be given a period of not less than thirty days from the end of the rental period during which the termination notice was served to remove any mobile home from the premises, but which is automatically extended to sixty days where the tenant must remove a multisection mobile home. In those situations where a multisection mobile home is being leased to or occupied by a person other than its owner and in a manner contrary to the rules and regulations of the landlord, then, in that event, the tenancy may be terminated by the landlord upon giving a thirty-day notice instead of a sixty-day notice.

D. No lease shall contain any provision by which the tenant waives his rights under the Mobile Home Park Act, and any such waiver shall be deemed to be contrary to public policy and shall be unenforceable and void. Any lease, however, may provide for the termination of the tenancy in accordance with the provisions of Subsection C of this section.

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

**History:** Laws 1983, ch. 122, § 3; 1997, ch. 186, § 1.

#### **47-10-4. Action for termination.**

A. The action for termination shall be commenced and prosecuted in the manner described in the Uniform Owner-Resident Relations Act [[47-8-1](#) NMSA 1978]. The property description shall be deemed legally sufficient if it states:

- (1) the name of the landlord or of the mobile home park;
- (2) the mailing address of the property;
- (3) the location or space number upon which the mobile home is situated; and
- (4) the county in which the mobile home is situated.

B. Service of the summons shall be as specified in [Section 47-8-43](#) NMSA 1978. Service by posting shall be deemed legally sufficient within the meaning of [Section 47-8-43](#) NMSA 1978 if the summons is conspicuously affixed to the main entrance of the mobile home.

C. Jurisdiction of courts in cases of forcible entry, forcible detainer or unlawful detainer shall be as specified in [Section 47-8-49](#) NMSA 1978.

D. After commencement of the action and before judgment, any person not already a party to the action who is discovered to have a property interest in the mobile home shall be allowed to enter into a stipulation with the landlord and be bound thereby.

**History:** Laws 1983, ch. 122, § 4.

#### **47-10-5. Reasons for termination.**

A tenancy shall be terminated pursuant to the Mobile Home Park Act only for one or more of the following reasons:

A. failure of the tenant to comply with local ordinances and state laws and regulations concerning mobile homes;

B. conduct of the tenant on the premises which constitutes an annoyance to other tenants or interference with park management;

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

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

D. condemnation or change of use of the mobile home park. When the owner of a mobile home park is formally notified by an appropriate governmental agency that his mobile home park is the subject of a condemnation proceeding, the landlord shall, within seventeen days, notify his tenants in writing of the terms of the condemnation notice which he receives; or

E. in those cases where the zoning law allows the landlord to change the use of his land without obtaining the consent of the zoning authority and where such change of use would result in eviction of inhabited mobile homes, the landlord shall first give the owner of each mobile home subject to such eviction a written notice of his intent to evict not less than six months prior to such change of use of the land, notice to be mailed to each tenant.

**History:** Laws 1983, ch. 122, § 5.

#### **47-10-6. Nonpayment of rent.**

Any tenancy or other estate at will or lease in a mobile home park may be terminated upon the landlord's written notice to the tenant requiring, in the alternative, payment of rent and utility charges or the removal of the tenant's unit from the premises, within a period of not less than three days after the date notice is served or posted, for failure to pay rent when due. Rent shall not be increased without sixty days' written notice to the tenant.

**History:** Laws 1983, ch. 122, § 6; 1993, ch. 147, § 3.

#### **47-10-7. Common areas; tenant meetings.**

Common areas of a mobile home park shall be open to all residents of the mobile home park at all reasonable times subject to such conditions and limitations as are imposed by written regulations of the mobile home park owner or management. Meetings of tenants relating to mobile home living and affairs held in their park community hall or recreation hall, if such facility or similar facility exists, shall not be subject to prohibition by the park management if the hall is reserved according to park rules and such meetings are held at reasonable hours and when the facility is not otherwise in use.

**History:** Laws 1983, ch. 122, § 7.

#### **47-10-8. Security deposits.**

The owner of a mobile home park or his agents may charge a security deposit not greater than the amount of one month's rent or two months' rent for multiwide units.

**History:** Laws 1983, ch. 122, § 8.

#### **47-10-9. Remedies.**

A. Upon granting judgment for possession by the landlord in a forcible entry and detainer action, the court shall issue the writ of restitution as provided in [Section 47-8-46 NMSA 1978](#).

B. The notice of judgment shall state that at a specified time, not less than forty-eight hours from the entry of judgment, the sheriff will return to serve a writ of restitution and superintend the peaceful and orderly removal of the mobile home under that order of court. The notice of judgment shall also advise the mobile home owner to prepare the mobile home for removal from

the premises by removing the skirting, disconnecting utilities, attaching tires and otherwise making the mobile home safe and ready for highway travel.

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

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

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

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

G. If the court finds there is a security interest in favor of a first lienholder on the mobile home subject to the writ of restitution or if the mobile home has been abandoned by the resident or possession of the mobile home has been surrendered to the landlord by the resident, then, upon receipt of the writ of restitution, the landlord shall notify the first lienholder in writing that the landlord has obtained a writ of restitution for the mobile home park space where the mobile home is located or that the mobile home has been abandoned or surrendered by the resident. The notice shall be provided in accordance with the provisions of Subsection J of this section and shall:

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

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

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

H. Notwithstanding the provisions of the [sic] Subsection E of this section, the landlord shall be entitled to collect from the first lienholder only the utility charges, other charges incurred by the landlord as provided in the rental agreement and rents and reasonable removal and storage charges accruing from and after the date the landlord provides the first lienholder the written notice prescribed under Subsection G of this section. The first lienholder shall notify the landlord within thirty days of receipt of the notice whether it intends to pay the rents and charges collectible under this subsection or remove the mobile home. The rents and charges due under this subsection shall be prorated to the date the mobile home is removed or the date a new lease with a new resident becomes effective, and the first lienholder shall not be liable for any rents and charges thereafter. The maximum rent payable to the landlord under this subsection is a daily rate equal to one-thirtieth of the then-current lot rental amount that would have been payable by the resident under the lease. The maximum daily rent may be increased over time in accordance with the notice requirements under the applicable provisions of the Mobile Home Park Act. The first lienholder shall have thirty days from the date notice is provided by the landlord to pay the rent and charges accruing to the notice date. Thereafter, the first lienholder shall pay the rent and charges in accordance with the resident's lease. If the first lienholder desires to remove the mobile home prior to a payment due date, the first lienholder shall pay the rent and charges accrued to the date of removal prior to removing the mobile home.

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

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

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

L. If the first lienholder has paid in full all money due under Subsection H of this section, it shall be unlawful for the landlord to refuse to allow the first lienholder to remove the mobile home. If the landlord refuses to allow the first lienholder to remove the mobile home, the landlord is liable to the first lienholder for each day the landlord unlawfully maintains possession of the mobile home, at a daily rate equal to one-thirtieth of the monthly payment required by a



contract between the first lienholder and resident. In all disputes between the landlord and the first lienholder, the court shall award reasonable attorney fees and costs to the prevailing party. In the event the mobile home has not been resold within six months of the landlord providing notice pursuant to Subsection G of this section, the landlord may request the first lienholder to remove the mobile home within thirty days of the request. Notice of the request shall be given to the first lienholder in accordance with Subsection J of this section.

**History:** Laws 1983, ch. 122, § 9; 1997, ch. 39, § 3.

#### **47-10-10. Entry fees prohibited; entry fee defined; security deposit; court costs.**

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

B. As used in this section, "entry fee" means any fee paid to or received by an owner of a mobile home park or his agent, except for:

(1) rent;

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

(3) a fee charged by any state, municipal or county governmental agency;

(4) utilities; or

(5) incidental charges for services actually performed by the mobile home park owner or his agent or agreed to in writing by the tenant.

C. The trial judge may award court costs and reasonable attorney fees in any court action brought pursuant to the Mobile Home Park Act to the prevailing party upon a finding that the prevailing party undertook the court action and legal representation for a legally sufficient reason and not for a dilatory or unfounded cause.

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

**History:** Laws 1983, ch. 122, § 10.

#### **47-10-11. Closed parks prohibited.**

A. The management shall not require, as a condition of tenancy in a mobile home park, that the prospective tenant purchase a mobile home from a particular seller or from any one of a particular group of sellers and shall not require that the management act as agent in the future sale of the mobile home.

B. The management shall not give any special preference in renting to a prospective tenant who has purchased a mobile home from a particular seller.

C. A seller of mobile homes shall not require as a condition of sale that a purchaser locate in a particular mobile home park or in any one of a particular group of mobile home parks.

D. The management shall not prohibit the listing or sale of a mobile home within the park by the owner of the mobile home or the owner's agent. The management shall not require as a condition of sale that the management serve as the selling agent.

E. The management shall treat all persons equally in evaluating credit or renting or leasing available space, except that a park may be designated for housing for older persons after a six months' notice to the residents, provided that the management complies with all applicable procedures of state and federal antidiscrimination laws, including the federal Fair Housing Act, 42 U.S.C. Sections 3601-3619.

History: Laws 1983, ch. 122, § 11; 1997, ch. 186, § 2; 2007, ch. 194, § 1.

#### **47-10-12. Selling fees prohibited.**

The owner of a mobile home park or his agent shall not require payment of any type of selling fee or transfer fee by either a tenant in the park wishing to sell his mobile home to another party or by any party wishing to buy a mobile home from a tenant in the park as a condition of tenancy in a mobile home park for the prospective buyer. This section shall in no way prevent the owner of a mobile home park or his agent from applying the normal park standards to prospective buyers before granting or denying tenancy or from charging a reasonable selling fee or transfer fee for services actually performed and agreed to in writing by the tenant. Nothing in this section shall be construed to affect the rent charged.

**History:** Laws 1983, ch. 122, § 12.

#### **47-10-13. Certain types of landlord-seller agreements prohibited.**

A seller of mobile homes shall not pay or offer cash or other consideration other than rent to the owner of a mobile home park or his agent for the purpose of reserving spaces or otherwise inducing acceptance of one or more mobile homes in a mobile home park.

**History:** Laws 1983, ch. 122, § 13.

#### **47-10-14. Rental agreement; disclosure of terms in writing.**

A. The terms and conditions of a tenancy shall be adequately disclosed in writing in a rental agreement by the management to any prospective resident prior to the rental or occupancy of a mobile home space or lot. The disclosures shall include:

(1) the term of the tenancy, the amount of the rent and the dollar amount of any rent increases for each of the preceding two years;

(2) the day the rental payment is due;

(3) the day when unpaid rent shall be considered in default;

(4) the rules and regulations of the park then in effect;

(5) the zoning applicable to the property upon which the park is located;

(6) the name and mailing address where a manager's decision may be appealed;

(7) the name and mailing address of the owner of the park;

(8) all charges to the tenant other than rent; and

(9) A statement explaining the resident's right to request alternative dispute resolution of any disputes with the mobile home park owner or management, except for disputes over nonpayment of rent or utility charges or in the case of public safety emergencies.

B. The rental agreement shall be signed by both the management and the resident, and each party shall receive a copy of it.



C. The management and the resident may include in a rental agreement terms and conditions not prohibited under the provisions of the Mobile Home Park Act.

D. If an owner deliberately uses a rental agreement containing provisions known by him to be prohibited by law or by the provisions of [Section 47-10-11](#), [47-10-12](#) or [47-10-13](#) NMSA 1978, the resident may recover damages sustained by him resulting from application of the illegal provision and reasonable attorney fees.

**History:** Laws 1983, ch. 122, § 14; 1993, ch. 147, § 4; 1997, ch. 186, § 3.

#### **47-10-15. Rules and regulations.**

The management shall adopt rules and regulations concerning all residents' use and occupancy of the premises. The rules and regulations are enforceable against a resident only if:

A. they are submitted to tenants for their comment sixty days prior to the rules being implemented;

B. their purpose is to promote the convenience, safety or welfare of the residents, protect and preserve the premises from abusive use or make a fair distribution of services and facilities held out for the residents generally;

C. they are reasonably related to the purpose for which they are adopted;

D. they are not retaliatory or discriminatory in nature, except that all or any portion of the park may be designated for adult-only occupancy after a six-months' notice to the residents; and

E. they are sufficiently explicit in prohibition, direction or limitation of the resident's conduct to fairly inform him of what he shall or shall not do to comply.

**History:** Laws 1983, ch. 122, § 15; 1997, ch. 186, § 4.

#### **47-10-15.1. New or amended rules; notification; open meeting; pets; physical improvements.**

A. The management shall notify mobile home park residents of proposed new rules or amendments to existing rules at least sixty days prior to the effective date of the new or amended rules. The management shall allow residents a thirty-day comment period on proposed rule changes. Comments from residents to management on proposed rule changes shall be in writing and signed by the author. Once all comments have been received, the management shall post all comments and the responses to the comments in a conspicuous place. The new rules or amended rules shall not take effect before sixty days after the notification date.

B. Existing pets that are in compliance with the mobile home park rules or regulations shall be exempt from any provision of new rules or regulations that would prohibit those pets provided those are not a nuisance violating the public peace, health or safety.

C. The mobile home park management shall not require existing residents to comply with changes in rules or regulations that require physical improvements to the existing resident's mobile home or lot unless the mobile home is in violation of a local municipal or county ordinance or the physical condition of the resident's mobile home or lot constitutes a public nuisance or threat to the public peace, health or safety.

**History:** Laws 1997, ch. 186, § 5.

#### **47-10-16. New developments and parks; rental of sites to dealers authorized.**

A. The management of a new mobile park or manufactured housing community development may require as a condition of leasing a mobile home site or manufactured home site

for the first time such site is offered for lease that the prospective lessee has purchased a mobile home or manufactured home from a particular seller or from any one of a particular group of sellers.

B. A licensed mobile home dealer or a manufactured home dealer may, by contract with the management of a new mobile home park or manufactured housing community development, be granted the exclusive right to first-time rental of one or more mobile home sites or manufactured home sites.

**History:** Laws 1983, ch. 122, § 16.

#### **47-10-17. Alternative dispute resolution; when permitted; court actions.**

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

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

C. If either party subsequently violates the stipulation, the other party may apply immediately to the court for relief.

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

**History:** Laws 1983, ch. 122, § 17; 1997, ch. 186, § 6.

#### **47-10-18. Conflicts; applicability of law.**

Unless a provision of the Mobile Home Park Act [this article] directly conflicts with the provisions of the Uniform Owner-Resident Relations Act [[47-8-1](#) NMSA 1978], the provisions of the Uniform Owner-Resident Relations Act shall apply to mobile home park owners and residents.

**History:** Laws 1989, ch. 253, § 4.

#### **47-10-19. Rent increase; disclosure requirement.**

A. A landlord shall fully and accurately disclose in writing to a resident an increase in rent. The disclosure shall be provided to a resident at least sixty days prior to implementation of an increase in rent.

B. Upon receiving a written request from a resident or prospective resident, a landlord shall fully and accurately disclose in writing a current schedule of the range of rental rates in the mobile home park. The landlord shall include the date of preparation on the face of the schedule of rental rates.

**History:** 1978 Comp., § 47-10-19, enacted by Laws 1993, ch. 147, § 5.

#### **47-10-20. Cost of utility services; access to records.**

A. Mobile home park owners shall be responsible for maintaining all park-owned exterior utility lines from the mobile home hookups to the main lines in the park, except lines that are damaged by a resident.

B. When a landlord purchases utility services for residents, the charge for utility services billed to residents shall not exceed the cost per unit amount paid by the landlord to the suppliers of the utility services.

C. A landlord shall provide a resident with reasonable access to records of meter readings, if any, taken at the resident's mobile home space.

**History:** 1978 Comp., § 47-10-20, enacted by Laws 1993, ch. 147, § 6; 1997, ch. 186, § 7.

#### **47-10-21. Provision of utility services; administrative fee; disclosure requirement.**

A. A landlord may charge residents a reasonable fee to offset the cost of administration incurred by a landlord when he provides utility services to residents.

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

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

**History:** 1978 Comp., § 47-10-21, enacted by Laws 1993, ch. 147, § 7.

#### **47-10-22. Itemized bill; utility services; administrative fees.**

When a landlord purchases utility services for residents, he shall provide residents with a monthly itemized bill that includes:

A. a separate listing of charges for each utility service;

B. the amount consumed and the cost per unit for each utility service; provided, that when individual cost per unit figures for utility services are not available, the landlord shall provide residents with the total cost of utility services and the formula used to determine the individual charges for utility services; and

C. if applicable, the amount of the administrative fee for providing utility services to residents.

**History:** 1978 Comp., § 47-10-22, enacted by Laws 1993, ch. 147, § 8.

#### **47-10-23. Civil penalties.**

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

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

**History:** 1978 Comp., § 47-10-23, enacted by Laws 1993, ch. 147, § 9.