

How do I get my landlord to make repairs?

Basic responsibilities

Under New Mexico statutes, the laws passed by the legislature, a landlord must at least do the following things:

Make repairs and do whatever is required to put and keep the property in a safe condition;

Maintain in good working order all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances supplied, or required to be supplied, by the landlord; so they don't have to provide a swamp cooler or refrigerated air in your apartment or rent house, but if they do, they have to maintain it.

Provide and maintain containers for the removal of ashes, garbage, rubbish or other waste, and to arrange for their removal;

Supply running water and a reasonable amount of hot water at all times, unless the tenant is responsible for the water bill;

Supply heat, unless this is under the tenant's exclusive control (for example, where the tenant is responsible by agreement separately to contract for and to pay for gas and electrical utilities).

If your landlord hasn't done one or more of these things, or has violated the lease in a major way on these repair issues, here's what you need to do:

Write the landlord

The first step is always is to inform the landlord in writing and ask them to repair the problem(s). This is required by the statute, 47-8-27.1. You should always keep a copy of the letter for your records. To prove they received it, the best way to send it is by certified mail, return receipt requested. As you may know, there is a post office on the ground floor of Corbett Center next to the food court. The letter should clearly state what needs to be repaired and why it violates the law. Also, the letter has to state that if the landlord doesn't make a reasonable attempt to fix the problem, the rental agreement will terminate upon a date not less than 7 days after they receive the letter.

If they ignore you or refuse to make the repairs, the statutes give you a couple of options:

(1) Like your letter said, if the landlord doesn't make a reasonable attempt to fix the problem, the rental agreement will terminate upon a date not less than 7 days after they

receive the letter. You can move out then and the statute entitles you to the balance, if any, of any prepaid rent and deposit that is yours under the rental agreement or statute. Warning: like any other legal problem, just because you're entitled to something, doesn't mean you will get it. If the landlord ignored or refused your request for repairs, they may also ignore or refuse to refund you the money that's yours. You would have to sue them in Magistrate Court if that happens, and then you may have trouble collecting it. Some landlords count on the fact that students may not go to that trouble. They may also try to sue you in Magistrate Court for an eviction or unpaid rent. Sometimes they count on the mistaken belief that students may not have access to legal counsel. You do by making an appointment with the Student Legal Aid office.

(2) Abatement. Under 47-8-27.2, you can abate (reduce) your rent as follows:

A. If the unit is habitable (can be lived in), abate the rent by one-third of the pro-rata daily rent for each day from the date you notified the owner of the conditions needing repair, through the day the conditions in the notice are remedied. If the conditions complained of continue to exist without remedy through any portion of a subsequent rental period, you may abate at the same rate for each day that the conditions are not remedied. Use the day they received the letter, not the day you sent it, to start the clock running. For example, your rent is \$465 per month and the landlord received the notice on October 24th. 7 days later, on the 31st, if the landlord hasn't made a reasonable attempt to fix it, you can either move out as explained in option #1 or you can do the math and pay less rent in November until it's fixed. Because there are 31 days in October, your rent was \$15 per day, so you can abate or reduce the rent by 1/3 of that or \$5, so you would only pay \$10 per day in November until it's fixed; and

B. If it's uninhabitable (can't be lived in), abate the rent by one hundred percent until it's fixed, so in the example above, \$0 per day because you're not living there, and then when it's fixed, you can move back in if you want and start paying \$15 per day for the rest of the month, then back to the total \$465 at the beginning of the next month.

If the landlord disputes this, even though it's in the statutes, you should make an appointment with the Student Legal Aid office.