

STATE OF NEW MEXICO

OFFICE OF THE ATTORNEY GENERAL



January 27, 2023

RE: State Tenant Law Application to Hotels

Dear Manager,

This letter provides important information about your legal obligations. You should use this information when setting your business policies and training your staff.

When a guest at your hotel uses the hotel as their primary residence, and they pay for their stay in weekly, bi-weekly, monthly, or longer intervals, that guest may—by operation of law—gain the rights of a tenant.¹ For these tenants, you are legally required to comply with the State Uniform Owner Resident Relations Act's ("UORRA") requirements about giving notice to raise the rent and terminating the tenancy, among others.² Please note that the rights and obligations imposed by UORRA apply even though you may not have a written lease agreement.

Increases in Rent

Hotels may choose to change rates seasonally or during special events. However, state law requires that for the tenants described above, you provide at least one rental period written notice before you increase the rental rate for that tenant. For example, if a tenant is paying by the week, you must provide written notice to that tenant at least one week in advance of the rent increase. If a tenant pays biweekly, you must provide at least 2 weeks written notice of a rent increase. If a tenant pays monthly, you must provide written notice at least 30 days before the date the next rent payment is due.³ The written notice must be handed to the tenant in person or mailed to them, it cannot be posted on their room door.⁴

¹ See NMSA 1978, 47-8-3 (F)(UORRA applies to hotels), § 47-8-3 (V))(explaining that hotel occupant arrangements are exempt from UORRA when rent is paid on less than a weekly basis or where the resident has not manifested an intent to make the dwelling unit a residence or household)

² This letter outlines the landlord's obligations assuming no fixed-term lease is in place. If a written lease agreement is in place, the landlord must follow the requirements in the lease agreement and state law.

³ NMSA 1978, § 47-8-15 (F)

⁴ NMSA 1978 § 47-8-13 (C)(3)

Terminating Tenancy

If you wish to terminate the tenancy of a resident described above, you must do so by giving written notice at least one rental period in advance. If the tenant pays weekly, you must provide a notice of termination of tenancy at least one week in advance.⁵ If the tenant pays biweekly, you must provide at least 2 weeks written notice. To terminate a month-to-month residency, written notice must be given at least thirty days before the next day rent is due.⁶ The written notice must be handed to the tenant in person or mailed to them, it cannot be posted on their room door.⁷

Evictions

To evict a tenant for nonpayment of rent or any other reason, you must follow the legal court process in UORRA.

You cannot do any of the following:⁸

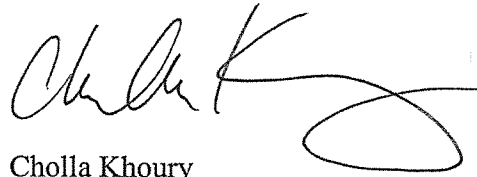
- Lock the tenant out of their room or threaten to do so
- Cut off any utilities or services to their room
- Remove the resident's personal property from the dwelling unit or its premises
- Remove or incapacitate any appliances or fixtures
- Take any other willful action rendering a dwelling unit inaccessible or uninhabitable.

I encourage you to consult with your legal counsel and management in setting policies and training staff to ensure your hotel complies with state law. Thank you for your attention to this matter.

Sincerely,



Mari Kempton
City of Albuquerque
Office of Consumer Protection
cabq.gov/consumer



Cholla Khoury
Office of the New Mexico Attorney General

⁵ NMSA 1978, § 47-8-37 (A)

⁶ § 47-8-37 (B)

⁷ § 47-8-13 (C)(3)

⁸ NMSA 1978 § 47-8-36 (A)(1-7)