

CITY of ALBUQUERQUE

TWENTY SIXTH COUNCIL

COUNCIL BILL NO. O-25-88 ENACTMENT NO. _____

SPONSORED BY: Tammy Fiebelkorn, by request

1 **ORDINANCE**

2 **ADOPTING THE RENTER'S EMPOWERMENT AND NEIGHBORHOOD**
3 **TRANSPARENCY (RENT) ORDINANCE.**

4 **WHEREAS, a rental bill of rights is essential to protect the rights of tenants**
5 **and ensure fair housing practices; and**

6 **WHEREAS, tenants have a fundamental right to a safe, habitable, and**
7 **affordable living environment; and**

8 **WHEREAS, renters can be a vulnerable population as compared to**
9 **homeowners; and**

10 **WHEREAS, approximately 44% of Albuquerque households are renters;**
11 **and**

12 **WHEREAS, of that 44%, 58% are households with persons of color and 18%**
13 **of renter households report living below the poverty line; and**

14 **WHEREAS, 50% of renter households report spending more than 30% of**
15 **their income on rent, classifying them as rent-burdened; and**

16 **WHEREAS, landlords have a responsibility to provide adequate housing**
17 **and maintain properties in a condition that complies with applicable laws and**
18 **regulations; and**

19 **WHEREAS, a clear and comprehensive rental bill of rights can help to**
20 **prevent disputes and misunderstandings between tenants and landlords; and**

21 **WHEREAS, the absence of a comprehensive rental bill of rights may lead to**
22 **varied and sometimes unjust treatment of tenants, making it essential to**
23 **establish a unified framework to ensure fair and equitable rental practices for**
24 **renters in Albuquerque.**

25 **BE IT ORDAINED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF**
26 **ALBUQUERQUE:**

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1 **SECTION 1. A new Article 28 in Chapter 14 of the Revised Ordinances of**
2 **Albuquerque is hereby adopted as follows:**

3 **§ 14-28-1 SHORT TITLE.**

4 **This ordinance shall be known and may be cited as the Renter’s**
5 **Empowerment and Neighborhood Transparency (“RENT”) Ordinance.**

6 **§ 14-28-2 PURPOSE.**

7 **(A) The purpose of this ordinance is to ensure fair, equitable, and secure**
8 **housing for all tenants by establishing clear protections, responsibilities, and**
9 **standards that promote dignity, stability, and community well-being.**

10 **(B) This ordinance is intended to comply with and complement any state**
11 **laws related to rental housing and nothing in this ordinance is intended to be**
12 **or shall be construed as rent control.**

13 **§ 14-28-3 DEFINITIONS.**

14 **For the purpose of this ordinance, the following definitions shall apply unless**
15 **the context clearly indicates or requires a different meaning. Terms include**
16 **either the singular or the plural as the case may be.**

17 **APPLICATION DEPOSIT. Any deposit that an applicant must pay to a landlord**
18 **to hold or reserve a rental unit for the applicant before entering into a lease**
19 **agreement.**

20 **COMPANION ANIMAL. A domesticated animal kept by an individual primarily**
21 **for emotional support, companionship, or personal enjoyment, rather than for**
22 **commercial, agricultural, or therapeutic purposes. This includes, but is not**
23 **limited to, dogs, cats, birds, and other animals commonly kept in a household.**

24 **DEPOSIT. An amount of currency or instrument delivered to the landlord by**
25 **the tenant as a pledge to abide by terms and conditions of the rental**
26 **agreement. Deposits are not considered rent.**

27 **EVICTION. A legal process initiated by a landlord to regain possession of a**
28 **dwelling unit and use of the premises, by which the landlord removes the**
29 **tenant from the rental property, typically for violating the lease agreement or**
30 **failing to pay rent.**

31 **HABITABILITY. The legal requirement that a rental property must be safe,**
32 **clean, and suitable for living.**

- 1 LANDLORD. The owner or property manager responsible for leasing a
2 residential property to tenants.
- 3 LANDLORD'S RESPONSIBILITIES. Legal obligations that landlords must fulfill,
4 such as keeping the rental property in a habitable condition, repairing and
5 maintaining the property, respecting tenants' rights, and providing relocation
6 assistance when required.
- 7 LEASE AGREEMENT. A legally binding contract between a tenant and landlord
8 outlining the terms and conditions of the rental arrangement.
- 9 LEASE TERM. The duration of time for which the lease agreement is valid,
10 typically specified in months or years.
- 11 REASONABLE. Refers to actions, decisions, or standards that are fair, just,
12 and appropriate under the circumstances.
- 13 RENT. Payments in currency or in-kind under terms and conditions of the
14 rental agreement for use of a dwelling unit or premises, to be made to the
15 landlord by the tenant, but does not include deposits.
- 16 RENT INCREASE. An adjustment to the rent amount, typically at the end of a
17 lease term, subject to state and local laws and regulations.
- 18 RENT PAYMENT. The amount of money the tenant agrees to pay the landlord
19 for the use of the rental property, usually on a monthly basis.
- 20 SCREENING FEE or APPLICATION FEE. A one-time charge to a rental
21 applicant by a landlord to recoup the landlord's cost of reviewing or
22 processing an application, including purchasing a consumer credit report or
23 reference check or the utilizing a screening service to validate, review or
24 otherwise process an application for renting a dwelling unit.
- 25 SECURITY DEPOSIT. A refundable amount of money collected by the landlord
26 at the beginning of the lease to cover potential damages or unpaid rent.
- 27 TENANCY FEE. Any sum that a landlord requires a tenant to pay during the
28 tenancy, pursuant to the lease agreement, that does not include a deposit,
29 rent, or fines. Tenancy fees include, but are not limited to, convenience fees,
30 parking fees, cleaning fees, storage fees, landscaping fees, and amenity fees.
- 31 TENANT. A person who rents or leases a residential property from a landlord.
- 32 UTILITIES. Services such as electricity, water, gas, internet, and/or trash
33 collection that may be included in the rent or paid separately by the tenant.

§ 14-28-4 TRANSPARENCY IN PUBLISHED LISTINGS AND APPLICATION PROCESSING.

(A) In accordance with the Uniform Owner-Resident Relations Act, NMSA 1978, §§ 47-8-1 et seq., a landlord shall disclose to applicants in plain language all costs of a rental agreement in a published listing of the rental unit. The landlord shall additionally disclose the following information in all published listings for a rental unit:

(1) Tenant eligibility requirements, including:

(a) Information that could appear on a background check that would disqualify an applicant for approval, if any;

(b) The minimum credit score required for approval, if any; and

(c) Minimum income requirements, if any, subject to the provisions of the City of Albuquerque Human Rights Ordinance, ROA 1994, §§ 11-3-1, et seq.

(d) Nothing in this section requires a landlord to impose a background check, minimum credit score, or income requirements, or prevents a landlord from making exceptions to any minimum requirements disclosed.

(2) The Screening Fee not exceeding \$50 pursuant to the Uniform Owner-Resident Relations Act, NMSA 1978, §§ 47-8-1 et seq.

(3) A list of other fees, charges, or other requirements that may be imposed by the landlord before or during the lease term, including:

(a) Any application deposit required;

(b) Accepted methods of payment of rent;

(c) Security deposit;

(d) Companion animal deposit;

(e) Late payment fees and returned payment (NSF) fees;

(f) Tenancy fees (such as parking fees, maintenance fees, amenity fees, convenience fees, cleaning fees, storage fees, and landscaping fees);

(g) Whether the landlord reports rental payments to a credit reporting agency and/or bureau; and

(h) Utility charges.

(B) Landlords shall collect and manage Screening Fees in compliance with the requirements of the Uniform Owner-Resident Relations Act, NMSA 1978, §§ 47-8-1 et seq.

(C) First-come, first served rental application processing. Landlords shall process applications in accordance with the Uniform Owner-Resident Relations Act NMSA 1978, §§ 47-8-1 et seq.

(1) The landlord shall notify applicants of their position in the application processing queue.

(2) In cases where multiple applications are received simultaneously (e.g., electronically), the landlord shall use a fair and transparent method, such as a timestamp or randomized selection, to determine the order of processing. The landlord shall retain records of the application queue and processing order decisions for a minimum of one (1) year.

§ 14-28-5 DEPOSITS.

(A) SECURITY DEPOSIT.

(1) Any security deposit required by a landlord shall comply with the Uniform Owner-Resident Relations Act, NMSA 1978, §§ 47-8-1 et seq.

(2) As an alternative to a traditional security deposit, a landlord may accept a surety bond for coverage. However, the tenant shall always retain the option to provide a traditional security deposit.

(B) COMPANION ANIMAL DEPOSIT.

(1) A landlord shall not prohibit a tenant from keeping companion animals.

(2) A landlord shall not charge additional monthly "companion animal rent" or other companion animal fees. A landlord may charge a companion animal deposit in an amount that shall not exceed \$150 for the first animal and \$50 for any additional animals. The companion animal deposit shall be refundable, subject to itemized deductions for damages caused by the companion animal.

(3) A Landlord shall not impose restrictions on companion animals, including but not limited to restrictions based on breed, size, or type.

§14-28-6 RENTER'S INSURANCE.

A landlord shall not require a tenant to obtain any insurance as a condition of renting a rental unit.

§ 14-28-7 RENT AND FEES.

1 (A) A landlord shall provide in the lease agreement plain language
2 outlining all costs associated with the rental, including the base rent that will
3 be assessed and a description of all tenancy fees that will be assessed during
4 the residency.

5 (1) Any fee increases made by the landlord during the term of the lease
6 agreement shall comply with the written notice requirements of the Uniform
7 Owner-Resident Relations Act, NMSA 1978, §§ 47-8-1 et seq.

8 (B) Payment of Rent.

9 (1) A landlord shall not refuse to accept rent payments on the basis that the
10 payment is made by cash, check, or money order. If a landlord uses a
11 designated online payment portal or similar application to accept rent
12 payments, the tenant shall not be charged a fee for use of the portal.

13 (2) A landlord shall not charge a fee for payment of rent on the basis that
14 the payment is made by cash, check, money order, or via an online payment
15 portal.

16 (3) For any payment made by the tenant or on the tenant's behalf, the
17 landlord shall provide the tenant a written or electronic receipt within seven (7)
18 days of receipt of the payment.

19 (C) Notice of Rent Increase.

20 (1) Any rent increases made by the landlord shall comply with the notice
21 requirements of the Uniform Owner-Resident Relations Act, NMSA 1978, §§ 47-
22 8-1 et seq.

23 (2) A written notice of rent increase shall be delivered to the tenant in
24 person or sent by certified mail, return receipt requested. If the tenant cannot
25 be located in person or refuses to accept the notice, the notice may be posted
26 on the primary entrance to the tenant's unit, the landlord shall retain a
27 photograph of the notice posted on the tenant's unit, and and a copy of the
28 notice shall be sent by certified mail to the tenant.

29 § 14-28-8 TIMELY REPAIRS.

30 (A) Repairs shall be governed by the Uniform Owner-Resident Relations
31 Act, NMSA 1978, §§ 47-8-1 et seq.

32 (B) In the event that a landlord fails to commence or complete a repair as
33 required, in addition to the Abatement rights contained in UORRA, the tenant

1 shall have the right to arrange for necessary repairs to their rental property as
2 follows:

3 (1) The tenant may arrange for the repair to be completed by a licensed,
4 insured professional.

5 (2) The tenant shall inform the landlord in writing that they are invoking
6 their right to a self-pursued timely repair.

7 (3) The tenant is entitled to deduct the cost of the repair from their rent
8 payment and/or the tenant may elect to receive reimbursement from the
9 landlord.

10 (4) The tenant shall provide the landlord with a copy of the repair
11 invoice and a written notice of the reimbursement, including the amount and
12 date the reimbursement will be deducted from the rent.

13 (5) If the repair cost exceeds one month's rent, the tenant may spread
14 the deduction of rent for reimbursement over multiple rent payments until the
15 full amount is recovered.

16 (6) The tenant's right to repair and reimburse shall not be considered a
17 breach of the lease, and the landlord may not retaliate against the tenant for
18 exercising this right.

19 **§ 14-28-9 CREDIT REPORTING.**

20 (A) If a landlord chooses to report missed or late rental payments to a
21 credit reporting agency or bureau, they must also report on-time rental
22 payments. Nothing in this section requires a landlord to report rental
23 payments to a credit reporting agency or bureau.

24 (1) Landlords who report rental payment history to a credit reporting
25 agency or bureau recognized by the Consumer Financial Protection Bureau
26 (CFPB) must include both timely and late payments. Reporting must occur at
27 least three times annually.

28 (2) Prior to reporting rental payment history, the landlord shall provide the
29 tenant a written copy of the information that will be reported. The landlord
30 shall allow the tenant reasonable time to review, respond, and correct the
31 information before the landlord submits the report.

(3) Landlords must inform tenants in writing before entering into a lease agreement if they report rent payments to a credit reporting agency and disclose the names of all agencies and/or bureaus used.

(4) If a tenant disputes the accuracy of reported information, the landlord shall cooperate with the tenant and the credit reporting agency/bureau to correct any inaccuracies within 30 days of receiving notice of the dispute.

§ 14-28-10 MOVE-IN & MOVE-OUT PROCEDURES.

(A) Move-in procedures must include the following, at a minimum:

(1) Prior to or at the time of move-in, the landlord shall provide the tenant with a written move-in inspection form detailing the condition of the rental unit. Both the landlord and tenant must complete and sign this form to document any existing damages or issues.

(2) The landlord shall disclose any known issues or defects in the rental unit that may affect habitability.

(3) The landlord shall provide a copy of the signed move-in inspection form to the tenant and retain a copy for their records.

(4) The landlord shall confirm the agreed-upon move-in date and time in writing, and ensure that the rental unit is clean, habitable, and ready for occupancy on that date.

(B) Move-out procedures must include the following, at a minimum:

(1) Prior to or at the time of move-out, the landlord shall conduct a move-out inspection with the tenant that shall be documented on a move-out inspection form. This inspection will compare the current condition of the rental unit to the move-in inspection form to identify any new damages or issues.

(2) Documentation that the tenant has returned all keys, access cards, and other property to the landlord and removed all personal belongings from the rental unit on or before the move-out date shall be included in the written move-out inspection form.

(3) The return or disposition of the security deposit shall be completed in accordance with the Uniform Owner-Resident Relations Act, NMSA 1978, §§ 47-8-1 et seq.

§ 14-28-11 RELOCATION ASSISTANCE.

1 (A) If there is a material noncompliance with the lease agreement by the
2 landlord including but not limited to: failing to maintain the property in a
3 habitable condition pursuant to the City of Albuquerque Uniform Housing
4 Code, ROA 1994, §§ 14-3-1-1 et seq., unlawfully terminating the lease
5 agreement, or otherwise engaging in conduct that forces the tenant to vacate
6 during the lease term, the landlord may be required provide relocation
7 assistance to the affected tenant.

8 (B) Average relocation costs shall be calculated by the City. The City shall
9 publish and update a schedule of average relocation costs annually based on
10 market data for Albuquerque, including fair market rent standards and average
11 moving service rates.. The amount shall reflect the reasonable cost of
12 temporary housing and moving expenses for displaced residents. The
13 relocation funds shall be administered by the City, which shall oversee the
14 collection and disbursement of funds directly to the affected tenant.

15 (C) If a tenant seeks relocation assistance, they must submit a request to
16 the City within 10 business days of receiving notice that they must vacate.
17 Within seven (7) business days, the City shall review the request to determine
18 if relocation assistance is due to the tenant per subsection (A). A landlord may
19 also request review and assistance from the City.

20 (D) The City shall issue a written notice to the both parties with findings.
21 Either the landlord or an affected tenant may appeal the City's relocation
22 determination.

23 (1) If the City determines that no relocation assistance is required, the
24 tenant shall have fifteen (15) business days to appeal the City's determination
25 to the Independent Hearing Office.

26 (2) If the City determines that the relocation assistance is required, the
27 funds shall be paid by the landlord to the City within seven (7) business days.
28 The landlord shall also have fifteen (15) business days to appeal the City's
29 determination to the Independent Hearing Office.

30 (E) In the event that an appeal is filed, disbursement of any funds collected
31 from the landlord shall not occur until the appeal is resolved. The appeal
32 hearings provided for in this section shall be conducted by the Independent

Hearing Officer in accordance with the provisions in the IHO Ordinance, ROA 1994, Chapter 2, Article 7, Part 8.

(F) Failure by the landlord to remit payment within the time required shall result in the City placing a lien on the property for the full amount, including administrative costs and interest.

§ 14-28-12 EVICTIONS.

(A) A landlord may only evict a tenant for the reasons set forth in the Uniform Owner-Resident Relations Act, NMSA 1978, §§ 47-8-1 et seq.

§ 14-28-13 RETALIATION PROHIBITED.

(A) Pursuant to the Uniform Owner-Resident Relations Act, NMSA 1978, §§ 47-8-1 et seq. a landlord is prohibited from retaliating against a tenant.

§ 14-28-14 REGISTRATION OF RESIDENTIAL RENTAL PROPERTIES.

(A) Landlords shall register each of their residential rental properties and dwelling units with the City of Albuquerque within 60 days of the effective date of this ordinance and then within 30 days of acquisition of rental properties thereafter. The City shall provide fillable templates and/or a registration website for landlords to easily transmit their registry data. Registration shall be updated on an annual basis.

(1) The registration for each residential rental property shall include, at a minimum:

(a) Owner and Management Information, to include:

(i) The landlord's full name and contact information; and, if applicable,

(ii) The property manager's full name and contact information.

(b) Dwelling Unit Information, to include:

(i) The address of the rental property and unit numbers, if applicable; and

(ii) The number of rental units on the property;

(iii) The size of the unit, including square footage, number of bedrooms, and number of bathrooms;

(iv) The number of months in the last calendar year that the unit was vacant and/or occupied by tenant(s);

(v) Rental rate(s) for the previous 12-months;

- 1 (vi) Security deposit amount(s) for the previous 12-months;
2 (vii) A statement on which, if any, utilities are included in the rent.

3 (B) This registration requirement shall not apply to short-term/vacation
4 rentals of 29 days or less, hotels/motels, campgrounds, and bed & breakfasts.

5 (C) The City shall investigate any complaints or notifications about
6 unregistered residential rental properties. Upon verification that a unit is
7 unregistered, the City shall issue a letter of compliance to the property owner.
8 If three letters of noncompliance are issued and the violation is not remedied,
9 the property owner shall be assessed a fine of \$100 per week until the unit is
10 brought into compliance. If the unit is not brought into compliance after 6
11 months from the date of the last letter of compliance, it shall be unlawful to
12 operate the unit as a rental property and the owner shall be subject to the
13 Penalty provisions of this RENT Ordinance.

14 **§14-28-15 RESOURCES AVAILABLE TO TENANTS AND LANDLORDS.**

15 The City shall make available staff from the Office of Consumer Protection and
16 the Planning Department's Code Enforcement Division to act as resources to
17 persons seeking to implement and/or understand the provisions of this RENT
18 Ordinance.

19 **§14-28-16 PENALTY.**

20 (A) Any person who violates any provision of this ordinance is subject
21 to the general penalty provision of this code as set forth in ROA 1994, Section
22 1-1-99.

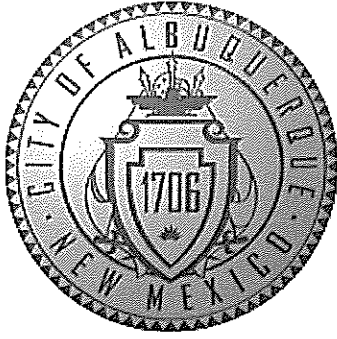
23 (B) Nothing herein shall limit the City Attorney's ability to take legal
24 action in court for any suspected violations of this ordinance and to pursue
25 any available legal or equitable remedies.

26 **SECTION 2. SEVERABILITY.** If any section, paragraph, sentence, clause,
27 word or phrase of this Ordinance is for any reason held to be invalid or
28 unenforceable by any court of competent jurisdiction, such decision shall not
29 affect the validity of the remaining provisions of this Ordinance. The Council
30 hereby declares that it would have passed this Ordinance and each section,
31 paragraph, sentence, clause, word or phrase thereof irrespective of any
32 provision being declared unconstitutional or otherwise invalid.

1 **SECTION 3. COMPILATION. SECTION 1 of this Ordinance is to be compiled**
2 **as a new Article 28 in Chapter 14 of the Revised Ordinances of Albuquerque,**
3 **New Mexico, 1994, titled “The RENT Ordinance.”**

4 **SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect January 1,**
5 **2026 after publication by title and general summary.**

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion



CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

May 22, 2025

TO: Brook Bassan, President, City Council

FROM: Timothy M. Keller, Mayor



SUBJECT: Renter's Empowerment and Neighborhood Tenancy Ordinance

This bill creates a "Renter's Bill of Rights", a new section of city law intended to create a baseline set of rights and protections for renters in Albuquerque. It outlines fair housing practices. The sections this bill covers are as follows:

1. Security deposits
2. Companion animals
3. Transparency in the application and pre-application process
4. Relocation assistance
5. First come-first served rental application process
6. Timely repairs
7. Evictions
8. Notice of rental increases
9. Credit reporting requirements
10. Fees and transparency in rent
11. Move-in and move-out procedures
12. Methods of payment
13. Retaliation prohibited
14. Registration of rentals required

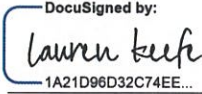
Renter’s Empowerment and Neighborhood Tenancy Ordinance

Approved:

Approved as to Legal Form:

 5/26/25


Samantha Sengel, EdD Date
Chief Administrative Officer

DocuSigned by:
 5/24/2025 | 6:17 PM MDT
1A21D96D32C74EE...

Date
City Attorney

Recommended:

Initial


DocuSigned by:
 5/23/2025 | 4:26 PM MDT
964729AF985E4E3...

Date
Government Affairs Official

Cover Analysis

1. What is it?

This is a proposed city ordinance that establishes a tenant bill of rights in Albuquerque.

2. What will this piece of legislation do?

It will create baseline protections for renters.

3. Why is this project needed?

Nearly half of Albuquerque households rent, many of whom face housing instability, high rent burdens, and unclear or unfair rental practices.

4. How much will it cost and what is the funding source?

There is no cost associated with this ordinance. Implementation and education will occur within existing department budgets.

5. Is there a revenue source associated with this contract? If so, what level of income is projected?

No.

6. What will happen if the project is not approved?

Renters will continue to face inconsistent protections, limited recourse for unfair treatment, and lack of transparency in the rental process.

7. Is this service already provided by another entity?

Some tenant protections exist under state law, but this ordinance adds local provisions to meet Albuquerque's specific housing challenges.

FISCAL IMPACT ANALYSIS

TITLE: Renter's Empowerment and Neighborhood Tenancy Ordinance

R: O:
FUND:

DEPT:

- ☒ No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- ☐ (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

| | 2025 | Fiscal Years 2026 | 2027 | Total |
|---|------|----------------------|------|-------|
| Base Salary/Wages | | | | - |
| Fringe Benefits at | | | | - |
| Subtotal Personnel | - | - | - | - |
| Operating Expenses | | - | | - |
| Property | | - | | - |
| Indirect Costs | - | - | - | - |
| Total Expenses | \$ - | \$ - | \$ - | \$ - |
| <input checked="" type="checkbox"/> Estimated revenues not affected | | | | |
| <input type="checkbox"/> Estimated revenue impact | | | | |
| Revenue from program | | | | 0 |
| Amount of Grant | | - | - | |
| City Cash Match | | | | |
| City Inkind Match | | | | |
| City IDOH | - | - | - | - |
| Total Revenue | \$ - | \$ - | \$ - | \$ - |

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created

COMMENTS:

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

PREPARED BY:

DocuSigned by:

Camille Chavez

5/23/2025 | 4:14 PM MDT

FISCAL ANALYST

APPROVED:

DocuSigned by:

Josie Anderson/23/2025 | 4:26 PM MDT

Government Affairs Official

REVIEWED BY:

DocuSigned by:

UNDA CUTLER PADILLA

5/23/2025 | 4:28

EXECUTIVE BUDGET ANALYST

DocuSigned by:

Donna Sandorab

5/23/2025 | 4:29

BUDGET OFFICER

Signed by:

Christine Berner

5/23/2025 | 5:04 PM MDT

CITY ECONOMIST