

1 **IN THE COURT OF APPEALS OF THE STATE OF NEW MEXICO**

2 **ALBUQUERQUE HOUSING**
3 **AUTHORITY,**

Court of Appeals of New Mexico
Filed 6/29/2026 11:53 AM



Mark Reynolds

4 Plaintiff-Appellee,

5 v.

No. A-1-CA-43226

6 **LINDA MINERO,**

7 Defendant-Appellant.

8 **APPEAL FROM THE DISTRICT COURT OF BERNALILLO COUNTY**

9 **Daniel E. Ramczyk, District Court Judge**

10 Brian A. Eagan
11 Albuquerque, NM

12 for Appellee

13 Linda Minero
14 Albuquerque, NM

15 Pro Se Appellant

16 **MEMORANDUM OPINION**

17 **MEDINA, Chief Judge.**

18 {1} Defendant Linda Minero, a self-represented litigant, appeals from the district
19 court's judgment for restitution, which found in favor of Plaintiff Albuquerque
20 Housing Authority, ordered Defendant's removal from the premises, terminated the
21 rental agreement, and ordered Defendant to pay \$3,924.20 in past due rent, attorney
22 fees, and costs. [RP 115] We issued a calendar notice proposing to affirm. Defendant

1 has filed a memorandum in opposition, which we have duly considered.¹ Plaintiff
2 filed an untimely memorandum in support on June 8, 2026. *See* Rule 12-210(D)(2)
3 NMRA (providing that the parties have twenty days from the notice of proposed
4 disposition to file a memorandum in opposition or support). Unpersuaded by
5 Defendant’s memorandum, we affirm.

6 {2} In the memorandum in opposition, Defendant continues to assert that
7 Plaintiff’s failure to provide a habitable environment caused her physical and mental
8 distress. [CN 1-2; MIO 1] “A party responding to a summary calendar notice must
9 come forward and specifically point out errors of law and fact,” and the repetition of
10 earlier arguments does not fulfill this requirement. *State v. Mondragon*, 1988-
11 NMCA-027, ¶ 10, 107 N.M. 421, 759 P.2d 1003, *superseded by statute on other*
12 *grounds as stated in State v. Harris*, 2013-NMCA-031, ¶ 3, 297 P.3d 374.
13 Additionally, Defendant asserts that because Plaintiff did not provide a habitable
14 environment, she was not required to pay rent. [MIO 2] We disagree.

15 {3} We understand Defendant to argue that she was entitled to abatement, and was
16 therefore not required to pay the full rent amount due to the condition of the property.
17 *See* NMSA 1978, § 47-8-27.2(A) (1999) (providing that for certain violations of

¹Only matters contained in the record are considered on appeal. *See King v. Allstate Ins. Co.*, 2004-NMCA-031, ¶ 20, 135 N.M. 206, 86 P.3d 631. We therefore do not consider any documents Defendant has included with her memorandum in opposition that are not otherwise part of the record proper.

1 NMSA 1978, Section 47-8-20(A) (1999), where a tenant gives written notice of the
2 condition needing repair and the condition is not remedied within seven days, the
3 tenant is entitled to abate 100 percent of the rent if the unit is uninhabitable and the
4 resident does not inhabit the unit as a result of the condition). First, Defendant has
5 not identified facts in the record indicating she proved to the district court that she
6 met the requirements for abatement. In fact, our review of the record proper indicates
7 Defendant neither claimed to have given written notice of the condition needing
8 repair nor testified that she vacated the premises. [1/5/26 Hrg. 9:12:00] Second, even
9 if we were to assume Defendant provided evidence to the district court to support
10 the assertions she now makes on appeal, this Court does not reweigh the evidence or
11 second guess the district court’s assessment of witness credibility or resolution of
12 conflicting evidence. *See Wisznia v. N.M. Hum. Servs. Dep’t*, 1998-NMSC-011,
13 ¶ 10, 125 N.M. 140, 958 P.2d 98.

14 {4} Notably, Defendant makes no assertion that our proposed disposition was
15 incorrect in stating that Defendant did not pay rent for months. [CN 2; 1/5/26 Hrg.
16 10:28:28] Accordingly, Defendant has not demonstrated reversible error. *See*
17 *Premier Tr. of Nev., Inc. v. City of Albuquerque*, 2021-NMCA-004, ¶ 10, 482 P.3d
18 1261 (stating that it is “the appellant’s burden to demonstrate, by providing well-
19 supported and clear arguments, that the district court has erred”).

1 {5} For the foregoing reasons and for the reasons stated in our notice of proposed
2 disposition, we affirm.

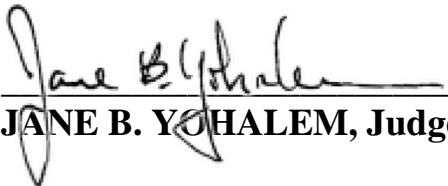
3 {6} **IT IS SO ORDERED.**

4 
5 **JACQUELINE R. MEDINA, Chief Judge**

6 **WE CONCUR:**

7 

8 **ZACHARY A. IVES, Judge**

9 

10 **JANE B. YOHALEM, Judge**