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IN THE COURT OF APPEALS OF THE STATE OF NEW MEXICO

No. A-1-CA-38706

GLORIA LANG and DEBORAH ALLEN,

Plaintiffs-Appellants,

v.

CIELO AZUL, INC. and CIVIL HOUSING AUTHORITY,

Defendants-Appellees.

**APPEAL FROM THE DISTRICT COURT OF SANTA FE COUNTY
Bryan Biedscheid, District Judge**

Robert Richards
Santa Fe, NM

for Appellants

Montgomery & Andrews, P.A.
Randy S. Bartell
Santa Fe, NM

for Appellees

DECISION

MEDINA, Judge.

{1} Gloria Lang and Deborah Allen (collectively, Tenants) appeal the district court's rulings on four summary judgment motions and a motion to amend the counterclaim resolving their lease renewal claim. Tenants argued that Cielo Azul, Inc., and Santa Fe Housing Authority (collectively, Landlords) were required to renew their lease at the same terms and conditions. We understand Tenants to make two principal arguments on appeal: (1) the district court erred in determining that the lease renewal provision did not provide for a perpetual right of renewal and conditional life estate; and (2) the district

court erred in determining that Landlords' claim for eviction was not barred by the preclusion doctrines of res judicata and collateral estoppel.

{2} In any appeal before this Court "it is appellant's burden to demonstrate, by providing well-supported and clear arguments, that the district court has erred." *Premier Tr. of Nev., Inc. v. City of Albuquerque*, 2021-NMCA-004, ¶ 10, 482 P.3d 1261. The appellate courts "require[] that the parties adequately brief all appellate issues to include an argument, the standard of review, and citations to authorities for each issue presented." *Elane Photography, LLC v. Willock*, 2013-NMSC-040, ¶ 70, 309 P.3d 53. Here, the district court gave thorough and well-reasoned explanations in its orders resolving each issue presented in this appeal. The district court concluded that (1) Tenants' lease renewal claim was a claim for a perpetual lease, which is not recognized in New Mexico in the absence of plain language conferring such a right; (2) because no such lease exists in this case, Landlords were entitled to summary judgment on Tenants' claim; (3) Landlords' claim for eviction was not barred by preclusion doctrines; (4) Landlords were entitled to summary judgment on their eviction claim because there was no genuine dispute of material fact; and (5) Landlords' motion to amend their counterclaim was properly brought before the district court. We conclude, after a thorough and careful consideration of the briefing, the authorities cited therein, and the record, that Tenants have not demonstrated error on the part of the district court that warrants reversal. See *Farmers, Inc. v. Dal Mach. & Fabricating, Inc.*, 1990-NMSC-100, ¶ 8, 111 N.M. 6, 800 P.2d 1063 ("The presumption upon review favors the correctness of the [district] court's actions. [The a]ppellant must affirmatively demonstrate its assertion of error."). Therefore, we affirm the district court's rulings on the four summary judgment motions and the motion to amend the counterclaim resolving all claims before the district court.

{3} IT IS SO ORDERED.

JACQUELINE R. MEDINA, Judge

WE CONCUR:

JENNIFER L. ATTREP, Judge

GERALD E. BACA, Judge