

By: Senator(s) Smith

To: Judiciary

SENATE BILL NO. 2669

1 AN ACT TO AMEND SECTION 89-8-13, MISSISSIPPI CODE OF 1972, TO
2 REVISE A LANDLORD'S REMEDY UPON A TENANT'S NONPAYMENT OF RENT; TO
3 AMEND SECTION 89-8-25, MISSISSIPPI CODE OF 1972, IN CONFORMITY;
4 AND FOR RELATED PURPOSES.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

6 SECTION 1. Section 89-8-13, Mississippi Code of 1972, is
7 amended as follows:

8 89-8-13. (1) If there is a material noncompliance by the
9 tenant with the rental agreement or the obligations imposed by
10 Section 89-8-25, the landlord may terminate the tenancy as set out
11 in subsection (3) or (5) of this section or resort to any other
12 remedy at law or in equity except as prohibited by this chapter.

13 (2) If there is a material noncompliance by the landlord
14 with the rental agreement or the obligations imposed by Section
15 89-8-23, the tenant may terminate the tenancy as set out in
16 subsection (3) of this section or resort to any other remedy at
17 law or in equity except as prohibited by this chapter.

18 (3) The nonbreaching party may deliver a written notice to
19 the party in breach specifying the acts and omissions constituting
20 the breach and that the rental agreement will terminate upon a
21 date not less than thirty (30) days after receipt of the notice if
22 the breach is not remedied within a reasonable time not in excess
23 of thirty (30) days; and the rental agreement shall terminate and
24 the tenant shall surrender possession as provided in the notice
25 subject to the following:

26 (a) If the breach is remediable by repairs, the payment
27 of damages, or otherwise, and the breaching party adequately

28 remedies the breach prior to the date specified in the notice, the
29 rental agreement shall not terminate;

30 (b) In the absence of a showing of due care by the
31 breaching party, if substantially the same act or omission which
32 constituted a prior noncompliance of which notice was given recurs
33 within six (6) months, the nonbreaching party may terminate the
34 rental agreement upon at least fourteen (14) days' written notice
35 specifying the breach and the date of termination of the rental
36 agreement;

37 (c) Neither party may terminate for a condition caused
38 by his own deliberate or negligent act or omission or that of a
39 member of his family or other person on the premises with his
40 consent.

41 (4) If the rental agreement is terminated, the landlord
42 shall return all prepaid and unearned rent and security
43 recoverable by the tenant under Section 89-8-21.

44 (5) Notwithstanding the provisions of this section or any
45 other provisions of this chapter to the contrary, if the material
46 noncompliance by the tenant is the nonpayment of rent pursuant to
47 the rental agreement, the landlord shall not be required to
48 deliver thirty (30) days' written notice as provided by subsection
49 (3) of this section. In such event, the landlord may seek removal
50 of the tenant from the premises in the manner and with the notice
51 prescribed by Chapter 7, Title 89, Mississippi Code of 1972, or
52 the landlord may terminate the rental agreement upon at least
53 three (3) days' written notice by certified mail, return receipt
54 requested, specifying the breach due to nonpayment of rent and the
55 date of termination of the rental agreement.

56 SECTION 2. Section 89-8-25, Mississippi Code of 1972, is
57 amended as follows:

58 89-8-25. A tenant shall:

59 (a) Keep that part of the premises that he occupies and
60 uses as clean and as safe as the condition of the premises
61 permits;

62 (b) Dispose from his dwelling unit all ashes, rubbish,
63 garbage and other waste in a clean and safe manner in compliance
64 with community standards;

65 (c) Keep all plumbing fixtures in the dwelling unit
66 used by the tenant as clean as their condition permits;

67 (d) Use in a reasonable manner all electrical,
68 plumbing, sanitary, heating, ventilating, air conditioning and
69 other facilities and appliances, including elevators, in the
70 premises;

71 (e) Not deliberately or negligently destroy, deface,
72 damage, impair or remove any part of the premises or knowingly
73 permit any other person to do so;

74 (f) Conduct himself and require other persons on the
75 premises with his consent to conduct themselves in a manner that
76 will not disturb his neighbors' peaceful enjoyment of their
77 premises;

78 (g) Inform the landlord of any condition of which he
79 has actual knowledge which may cause damage to the premises;

80 (h) To the extent of his legal obligation, maintain the
81 dwelling unit in substantially the same condition, reasonable wear
82 and tear excepted, and comply with the requirements of applicable
83 building and housing codes materially affecting health and safety;

84 (i) Not engage in any illegal activity upon the leased
85 premises as documented by a law enforcement agency;

86 (j) Pay his rent in its entirety when due.

87 SECTION 3. This act shall take effect and be in force from
88 and after July 1, 1999.