

By: Senator(s) Nunnelee

To: Judiciary

SENATE BILL NO. 2041

1 AN ACT TO AMEND SECTION 89-8-13, MISSISSIPPI CODE OF 1972, TO
2 REVISE TERMINATION OF TENANCY FOR CONTROLLED SUBSTANCE VIOLATIONS;
3 TO BRING FORWARD SECTION 89-8-25, MISSISSIPPI CODE OF 1972; AND
4 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) of this section or resort to any other remedy at
12 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.

52 (6) (a) A rental agreement may be terminated where the
53 premises are knowingly used or occupied in whole or in part to
54 violate Section 41-29-139 or 41-29-313.

55 (b) The district attorney may serve personally upon the
56 landlord of the premises so used or occupied, or upon the
57 landlord's agent, a written notice requiring the landlord to
58 inform such district attorney in writing of the landlord's intent
59 to diligently and in good faith seek the eviction of the tenant or
60 tenants so using or occupying the premises. If the landlord or



61 landlord's agent does not so inform such district attorney in
62 writing within five (5) days of receiving written notice, or,
63 having done so, does not in good faith diligently prosecute such
64 eviction, the district attorney may bring a proceeding under this
65 chapter for such eviction as though the district attorney was the
66 owner or landlord of the premises, and such proceeding shall have
67 precedence over any similar proceeding thereafter brought by such
68 landlord or to a proceeding previously brought by such landlord
69 but not prosecuted diligently and in good faith. The person in
70 possession of the property and the landlord shall be made parties
71 to such a proceeding.

72 (c) A court granting relief pursuant to this subsection
73 (6) may order, in addition to any other costs provided by law, the
74 payment by the defendant or defendants of reasonable attorney's
75 fees and the prepaid costs of the proceeding to the district
76 attorney. In such cases, multiple defendants are jointly and
77 severally liable for any payment so ordered. Any costs collected
78 shall be remitted to the office of the district attorney, and any
79 attorney's fees collected shall be remitted to the general fund of
80 the county where the proceeding occurred.

81 (d) A proceeding brought under this section for
82 repossession of the premises does not preclude the owner or
83 landlord from recovering monetary damages from the tenants or
84 occupants of such premises in a civil action.

85 SECTION 2. Section 89-8-25, Mississippi Code of 1972, is
86 brought forward as follows:

87 89-8-25. A tenant shall:

88 (a) Keep that part of the premises that he occupies and
89 uses as clean and as safe as the condition of the premises
90 permits;

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



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

96 (d) Use in a reasonable manner all electrical,
97 plumbing, sanitary, heating, ventilating, air conditioning and
98 other facilities and appliances, including elevators, in the
99 premises;

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

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

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

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

113 (i) Not engage in any illegal activity upon the leased
114 premises as documented by a law enforcement agency.

115 SECTION 3. This act shall take effect and be in force from
116 and after July 1, 2001.

