

By: Senator(s) Smith

To: Judiciary

SENATE BILL NO. 2168

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, 2001.

