

By: Senator(s) Hill

To: Judiciary, Division A

SENATE BILL NO. 2473  
(As Sent to Governor)

1 AN ACT TO AMEND SECTION 89-7-27, MISSISSIPPI CODE OF 1972, TO  
2 REQUIRE A TENANT TO BE REMOVED FROM THE PREMISES WHEN THE TENANT  
3 HOLDS OVER WITHOUT THE LANDLORD'S PERMISSION OR DEFAULTS ON THE  
4 RENT PAYMENT; TO ALLOW NOTICE TO A HOLDOVER OR DEFAULTING TENANT  
5 VIA EMAIL OR TEXT MESSAGE IF SO SPECIFIED IN THE WRITTEN AGREEMENT  
6 BETWEEN THE PARTIES; TO AMEND SECTION 89-7-29, MISSISSIPPI CODE OF  
7 1972, TO REQUIRE REMOVAL OF A TENANT FOR NONPAYMENT OF RENT AND  
8 ANY LATE FEES; TO AMEND SECTION 89-7-39, MISSISSIPPI CODE OF 1972,  
9 TO PROHIBIT HEARINGS FOR EVICTION DUE TO THE NONPAYMENT OF RENT TO  
10 BE CONTINUED BEYOND 45 DAYS; TO AMEND SECTION 89-7-45, MISSISSIPPI  
11 CODE OF 1972, TO REQUIRE ANY LATE FEES ACCRUED UNDER THE RENTAL  
12 AGREEMENT TO ALSO BE PAID BEFORE THE ISSUANCE OF A WARRANT WILL BE  
13 STAYED; TO REMOVE THE ABILITY OF A TENANT TO GIVE SATISFACTORY  
14 SECURITY INSTEAD OF PAYING THE RENT DUE; TO AMEND SECTION 89-7-49,  
15 MISSISSIPPI CODE OF 1972, TO REMOVE THE DISCRETION OF THE JUSTICE  
16 COURT JUDGE TO PUT THE LANDLORD IN POSSESSION OF THE PREMISES WHEN  
17 A TENANT FAILS TO PAY RENT; TO AMEND SECTION 89-8-7, MISSISSIPPI  
18 CODE OF 1972, TO EXPAND THE DEFINITION OF "RENT" TO INCLUDE ANY  
19 LATE FEES THAT A DEFAULTING TENANT IS REQUIRED TO PAY UNDER THE  
20 RENTAL AGREEMENT; TO AMEND SECTION 89-8-13, MISSISSIPPI CODE OF  
21 1972, TO REVISE THE NOTICE REQUIRED TO BE GIVEN WHEN A RENTAL  
22 AGREEMENT IS BREACHED FROM 30 DAYS TO 14 DAYS; AND FOR RELATED  
23 PURPOSES.

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

25 **SECTION 1.** Section 89-7-27, Mississippi Code of 1972, is  
26 amended as follows:

27 89-7-27. A tenant or lessee at will or at sufferance, or for  
28 part of a year, or for one \* \* \* or more years, of any houses,



29 lands, or tenements, and the assigns, undertenants, or legal  
30 representatives of such tenant or lessee, \* \* \* shall be removed  
31 from the premises by the judge of the county court, any justice of  
32 the peace of the county, or by the mayor or police justice of any  
33 city, town, or village where the premises, or some part thereof,  
34 are situated, in the following cases, to wit:

35 **First.** Where such tenant shall hold over and continue in  
36 possession of the demised premises, or any part thereof, after the  
37 expiration of his term, without the permission of the landlord.

38 **Second.** After any default in the payment of the rent  
39 pursuant to the agreement under which such premises are held, and  
40 when complete satisfaction of the rent and any late fees due  
41 cannot be obtained by distress of goods, and three (3) days'  
42 notice, in writing, requiring the payment of such rent or the  
43 possession of the premises, shall have been served by the person  
44 entitled to the rent on the person \* \* \* who owes the rent.

45 **Third.** If a written agreement between the landlord and  
46 tenant exists, any event calling for eviction in the agreement may  
47 trigger the eviction process under this section. Notice of  
48 default by email or text message is proper if the party has agreed  
49 in writing to be notified by that means.

50 **SECTION 2.** Section 89-7-29, Mississippi Code of 1972, is  
51 amended as follows:

52 89-7-29. The landlord or lessor, his legal representatives,  
53 agents, or assigns, in order to have the benefit of such



54 proceedings, shall \* \* \* present to the court a sworn affidavit  
55 that contains the facts which, according to \* \* \* Section  
56 89-7-27, \* \* \* require the removal of the tenant, describing \* \* \*  
57 in the affidavit the premises claimed and the amount of rent and  
58 any late fees due and when payable, and that the necessary notice  
59 has been given to terminate such tenancy. These facts shall be  
60 based on the rental agreement signed or agreed to by the landlord  
61 or lessor, his legal representatives, agents, or assigns, and the  
62 tenant. Upon receipt of the sworn affidavit, the court shall  
63 initiate the removal of the tenant for the nonpayment of rent or  
64 other event of default contained in any written agreement between  
65 the parties, as specified in the affidavit.

66 **SECTION 3.** Section 89-7-39, Mississippi Code of 1972, is  
67 amended as follows:

68 89-7-39. The \* \* \* court may, at the request of either  
69 party, adjourn the hearing from time to time, \* \* \* a single  
70 adjournment not to exceed ten (10) days, except by consent, and  
71 may issue subpoenas and attachments to compel the attendance of  
72 witnesses. However, in hearings for eviction, no adjournment  
73 shall extend the entire hearing beyond forty-five (45) days from  
74 the date the eviction action was filed.

75 **SECTION 4.** Section 89-7-45, Mississippi Code of 1972, is  
76 amended as follows:

77 89-7-45. If the proceedings be founded upon the nonpayment  
78 of rent, the issuance of the warrant for the removal of the tenant



79 shall be stayed if the person owing the rent shall, before the  
80 warrant \* \* \* is actually issued, pay the full and complete amount  
81 of rent due, including any late fees that have accrued as a result  
82 of the nonpayment of rent as provided in the rental agreement, and  
83 the costs of the proceedings, \* \* \* to the person entitled to the  
84 rent, for the payment thereof and costs in ten (10) days; and if  
85 the rent and costs shall not be paid accordingly, the warrant  
86 shall then issue as if the proceedings had not been stayed.

87 **SECTION 5.** Section 89-7-49, Mississippi Code of 1972, is  
88 amended as follows:

89 89-7-49. If a tenant of lands, being in arrear for rent,  
90 shall desert the demised premises and leave the same uncultivated  
91 or unoccupied, so that a sufficient distress cannot be had to  
92 satisfy the arrears of rent, any constable of the county may, at  
93 the request of the landlord, and upon due proof by affidavit that  
94 the premises have been deserted, leaving rent in arrear, and not  
95 sufficient distress thereon, go upon and view the premises, and  
96 upon being satisfied that the premises have been so deserted, he  
97 shall affix a notice, in writing, upon a conspicuous part of the  
98 premises, stating what day he will return to take a second view  
99 thereof, not less than five (5) days nor more than fifteen (15)  
100 days thereafter, and requiring the tenant then to appear and pay  
101 the rent and any late fees due. At the time specified in the  
102 notice the constable shall again view the premises, and if, upon  
103 second view, the tenant shall not pay the rent and any late fees



104 due, or there shall not be sufficient distress upon the premises,  
105 then the justice court \* \* \* shall immediately or within  
106 forty-eight (48) hours put the landlord in possession of the  
107 premises, and the lease thereof to such tenant shall become void.  
108 The tenant may appeal to the circuit court from the proceedings of  
109 the justice court at any time within thirty (30) days after  
110 possession delivered, by serving notice in writing thereof upon  
111 the landlord, and by giving bond, with sufficient sureties, to be  
112 approved by the justice court, for the payment to the landlord of  
113 the costs of appeal, which may be adjudged against the tenant; and  
114 thereupon the justice court shall return the proceedings before  
115 him to the next term of the circuit court, and \* \* \* the court  
116 shall, at the return term, examine the proceedings in a summary  
117 way, and may order restitution to be made to the tenant, with  
118 costs of appeal, to be paid by the landlord; or in case of  
119 affirming the proceedings, shall award costs against the tenant  
120 and sureties in his bond.

121       **SECTION 6.** Section 89-8-7, Mississippi Code of 1972, is  
122 amended as follows:

123       89-8-7. (1) Subject to additional definitions contained in  
124 subsequent sections of this chapter which apply to specific  
125 sections or parts thereof, and unless the context otherwise  
126 requires, in this chapter:

127               (a) "Building and housing codes" includes any law,  
128 ordinance, or governmental regulation concerning fitness for



129 habitation, construction, maintenance, operation, occupancy or use  
130 of any premises or dwelling unit;

131 (b) "Dwelling unit" means a structure or the part of a  
132 structure that is used as a home, residence or sleeping place by  
133 one (1) person who maintains a household or by two (2) or more  
134 persons who maintain a common household;

135 (c) "Good faith" means honesty in fact in the conduct  
136 of the transaction concerned and observation of reasonable  
137 community standards of fair dealing;

138 (d) "Landlord" means the owner, lessor or sublessor of  
139 the dwelling unit or the building of which it is a part, or the  
140 agent representing such owner, lessor or sublessor;

141 (e) "Organization" includes a corporation, government,  
142 governmental subdivision or agency, business trust, estate, trust,  
143 partnership or association, two (2) or more persons having a joint  
144 or common interest, and any other legal or commercial entity;

145 (f) "Owner" means one or more persons, jointly or  
146 severally, in whom is vested (i) all or part of the legal title to  
147 property or (ii) all or part of the beneficial ownership and a  
148 right to present use and enjoyment of the premises, and the term  
149 includes a mortgagee in possession;

150 (g) "Premises" means a dwelling unit and the structure  
151 of which it is a part, facilities and appurtenances therein, and  
152 grounds, areas and facilities held out for the use of tenants  
153 generally or whose use is promised to the tenant;



154 (h) "Rent" means all payments to be made to the  
155 landlord under the rental agreement, including any late fees that  
156 are required to be paid under the rental agreement by a defaulting  
157 tenant;

158 (i) "Rental agreement" means all agreements, written or  
159 oral, except to the extent an agreement under this chapter or  
160 Chapter 7, Title 89, Mississippi Code of 1972, must be in writing,  
161 and valid rules and regulations adopted under Section 89-8-11  
162 embodying the terms and conditions concerning the use and  
163 occupancy of a dwelling unit and premises;

164 (j) "Tenant" means a person entitled under a rental  
165 agreement to occupy a dwelling unit to the exclusion of others;

166 (k) "Qualified tenant management organizations" means  
167 any organization incorporated under the Mississippi Nonprofit  
168 Corporation Act, a majority of the directors of which are tenants  
169 of the housing project to be managed under a contract authorized  
170 by this section and which is able to conform to standards set by  
171 the United States Department of Housing and Urban Development as  
172 capable of satisfactorily performing the operational and  
173 management functions delegated to it by the contract.

174 (2) For purposes of giving any notice required under this  
175 chapter, notice given to the agent of the landlord is equivalent  
176 to giving notice to the landlord. The landlord may contract with  
177 an agent to assume all the rights and duties of the landlord under  
178 this chapter; provided, however, that such a contract does not



179 relieve the landlord of ultimate liability in regard to such  
180 rights and duties.

181         **SECTION 7.** Section 89-8-13, Mississippi Code of 1972, is  
182 amended as follows:

183         89-8-13. (1) If there is a material noncompliance by the  
184 tenant with the rental agreement or the obligations imposed by  
185 Section 89-8-25, the landlord may terminate the tenancy as set out  
186 in subsection (3) of this section or resort to any other remedy at  
187 law or in equity except as prohibited by this chapter.

188         (2) If there is a material noncompliance by the landlord  
189 with the rental agreement or the obligations imposed by Section  
190 89-8-23, the tenant may terminate the tenancy as set out in  
191 subsection (3) of this section or resort to any other remedy at  
192 law or in equity except as prohibited by this chapter.

193         (3) The nonbreaching party may deliver a \* \* \* notice to the  
194 party in breach in writing, or by email or text message if the  
195 breaching party has agreed in writing to be notified by email or  
196 text message, specifying the acts and omissions constituting the  
197 breach and that the rental agreement will terminate upon a date  
198 not less than \* \* \* fourteen (14) days after receipt of the notice  
199 if the breach is not remedied within a reasonable time not in  
200 excess of \* \* \* fourteen (14) days; and the rental agreement shall  
201 terminate and the tenant shall surrender possession as provided in  
202 the notice subject to the following:





203 (a) If the breach is remediable by repairs, the payment  
204 of damages, or otherwise, and the breaching party adequately  
205 remedies the breach \* \* \* before the date specified in the notice,  
206 the rental agreement shall not terminate;

207 (b) In the absence of a showing of due care by the  
208 breaching party, if substantially the same act or omission which  
209 constituted a prior noncompliance of which notice was given recurs  
210 within six (6) months, the nonbreaching party may terminate the  
211 rental agreement upon at least fourteen (14) days' \* \* \* notice in  
212 writing, or by email or text message if the breaching party has  
213 agreed in writing to be notified by email or text message,  
214 specifying the breach and the date of termination of the rental  
215 agreement;

216 (c) Neither party may terminate for a condition caused  
217 by his own deliberate or negligent act or omission or that of a  
218 member of his family or other person on the premises with his  
219 consent.

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

223 (5) \* \* \* (a) If the material noncompliance by the tenant  
224 is the nonpayment of rent pursuant to the rental agreement, the  
225 landlord shall not be required to deliver \* \* \* fourteen (14)  
226 days' \* \* \* notice as provided by subsection (3) of this section.  
227 In such event, the landlord may seek removal of the tenant from



228 the premises in the manner and with the notice prescribed by  
229 Chapter 7, Title 89, Mississippi Code of 1972.

230 (b) Any justice court judge or other judge presiding  
231 over a hearing in which a landlord seeks to remove a tenant for  
232 the nonpayment of rent shall abide by the provisions of the rental  
233 agreement that was signed by the landlord and the defaulting  
234 tenant.

235 (6) Disposition of personal property, including any  
236 manufactured home, of a tenant remaining on the landlord's  
237 premises after the tenant has been removed from the premises shall  
238 be governed by Section 89-7-35(2) or Section 89-7-41(2).

239 **SECTION 8.** This act shall take effect and be in force from  
240 and after July 1, 2018.

