

By: Representative Porter

To: Judiciary A

HOUSE BILL NO. 126

1 AN ACT TO AMEND SECTION 89-8-13, MISSISSIPPI CODE OF 1972, TO
 2 AUTHORIZE A TENANT WHO IS THE SURVIVOR OF DOMESTIC VIOLENCE TO
 3 TERMINATE A RENTAL AGREEMENT WITHOUT NOTICE WHEN THE TENANT
 4 DETERMINES THAT VACATING THE PREMISES IS NECESSARY FOR THE
 5 TENANT'S WELFARE AND SAFETY; TO PROHIBIT A LANDLORD FROM ASSESSING
 6 A PENALTY OR ADDITIONAL RENT OR FEES UNDER SUCH CIRCUMSTANCES OR
 7 FROM DISCLOSING PERSONAL INFORMATION THAT MIGHT REVEAL THE
 8 TENANT'S WHEREABOUTS; TO PROHIBIT A LANDLORD FROM SEEKING TO
 9 REMOVE SUCH A TENANT DUE TO THE TENANT'S PLACING AN EMERGENCY
 10 TELEPHONE CALL FOR ASSISTANCE; TO AMEND SECTION 89-8-19,
 11 MISSISSIPPI CODE OF 1972, IN CONFORMITY TO THE PROVISIONS OF THIS
 12 ACT; AND FOR RELATED PURPOSES.

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

14 **SECTION 1.** Section 89-8-13, Mississippi Code of 1972, is
 15 amended as follows:

16 89-8-13. (1) If there is a material noncompliance by the
 17 tenant with the rental agreement or the obligations imposed by
 18 Section 89-8-25, the landlord may terminate the tenancy as set out
 19 in subsection (3) of this section or resort to any other remedy at
 20 law or in equity, except as prohibited by subsection (7) of this
 21 section or any other provision of this chapter.

22 (2) If there is a material noncompliance by the landlord
 23 with the rental agreement or the obligations imposed by Section



24 89-8-23, the tenant may terminate the tenancy as set out in
25 subsection (3) of this section or resort to any other remedy at
26 law or in equity, except as prohibited by this chapter.

27 (3) The nonbreaching party may deliver a notice to the party
28 in breach in writing, or by email or text message if the breaching
29 party has agreed in writing to be notified by email or text
30 message, specifying the acts and omissions constituting the breach
31 and that the rental agreement will terminate upon a date not less
32 than fourteen (14) days after receipt of the notice if the breach
33 is not remedied within a reasonable time not in excess of fourteen
34 (14) days; and the rental agreement shall terminate and the tenant
35 shall surrender possession as provided in the notice subject to
36 the following:

37 (a) If the breach is remediable by repairs, the payment
38 of damages, or otherwise, and the breaching party adequately
39 remedies the breach before the date specified in the notice, the
40 rental agreement shall not terminate;

41 (b) In the absence of a showing of due care by the
42 breaching party, if substantially the same act or omission which
43 constituted a prior noncompliance of which notice was given recurs
44 within six (6) months, the nonbreaching party may terminate the
45 rental agreement upon at least fourteen (14) days' notice in
46 writing, or by email or text message if the breaching party has
47 agreed in writing to be notified by email or text message,



48 specifying the breach and the date of termination of the rental
49 agreement;

50 (c) Neither party may terminate for a condition caused
51 by his own deliberate or negligent act or omission or that of a
52 member of his family or other person on the premises with his
53 consent.

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

57 (5) (a) If the material noncompliance by the tenant is the
58 nonpayment of rent pursuant to the rental agreement, the landlord
59 shall not be required to deliver fourteen (14) days' notice as
60 provided by subsection (3) of this section. In such event, the
61 landlord may seek removal of the tenant from the premises in the
62 manner and with the notice prescribed by Chapter 7, Title 89,
63 Mississippi Code of 1972.

64 (b) Any justice court judge or other judge presiding
65 over a hearing in which a landlord seeks to remove a tenant for
66 the nonpayment of rent shall abide by the provisions of the rental
67 agreement that was signed by the landlord and the defaulting
68 tenant.

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



73 (7) (a) Notwithstanding the provisions of this section or
74 any other provision of this chapter or a rental agreement to the
75 contrary, a tenant who is a survivor of domestic abuse or violence
76 during the term of the tenancy may terminate the rental agreement
77 without prior notice to the landlord when, in the determination of
78 the tenant, vacating the premises is deemed necessary for the
79 welfare and safety of the tenant. The termination of a rental
80 agreement under this subsection is without penalty to the tenant
81 but does not relieve the tenant from liability for the payment of
82 rent and any other sums owed before the tenant's termination of
83 the rental agreement. The tenant may not be assessed any rent,
84 penalties, fees or other costs that become due subsequent to the
85 date of the termination of the rental agreement. For purposes of
86 this subsection, the date on which the tenant vacates the premises
87 must be considered the date of termination of the rental agreement
88 unless the tenant and landlord mutually agree to a different date.

89 (b) A tenant terminating a rental agreement under this
90 subsection may submit to the landlord, in support of the tenant's
91 action, a copy of an emergency, temporary or final domestic abuse
92 protective order or any other order or injunction issued by a
93 court for the protection of the tenant; however, the landlord may
94 not require such documentation as a condition for termination of
95 the rental agreement by the tenant.

96 (c) A landlord of a tenant who terminates a rental
97 agreement under this subsection may not disclose any personal



98 information or other information that enables the whereabouts of
99 the tenant to be determined after the tenant has vacated the
100 rental property.

101 (d) The termination of a rental agreement under this
102 subsection by a person who subsequently is applying for rental
103 property may not be considered by a tenant screening service or a
104 prospective landlord as a basis for refusing to enter into a
105 rental agreement.

106 (8) A landlord may not seek to remove a tenant or terminate
107 a rental agreement with a tenant who is a victim of domestic abuse
108 or violence during the term of the tenancy due to the tenant
109 calling emergency telephone service (911) for public safety or
110 medical emergency assistance.

111 **SECTION 2.** Section 89-8-19, Mississippi Code of 1972, is
112 amended as follows:

113 89-8-19. (1) Unless the rental agreement fixes a definite
114 term, a tenancy shall be week to week in case of a tenant who pays
115 weekly rent, and in all other cases month to month.

116 (2) The landlord or the tenant may terminate a week-to-week
117 tenancy by written notice given to the other at least seven (7)
118 days prior to the termination date.

119 (3) The landlord or the tenant may terminate a
120 month-to-month tenancy by a written notice given to the other at
121 least thirty (30) days prior to the termination date.



122 (4) Notwithstanding the provisions of this section or any
123 other provision of this chapter to the contrary, notice to
124 terminate a tenancy shall not be required to be given when:

125 (a) The landlord or tenant has committed a substantial
126 violation of the rental agreement or this chapter that materially
127 affects health and safety; or

128 (b) The tenant is a victim of domestic abuse or
129 violence who determines that vacating the rental property is
130 necessary for the protection of the tenant's welfare and safety as
131 authorized under Section 89-8-13(7).

132 **SECTION 3.** This act shall take effect and be in force from
133 and after July 1, 2022.

