

By: Representative Cockerham

To: Judiciary A

HOUSE BILL NO. 835

1 AN ACT TO CREATE PROCEDURES AND PROTECTIONS FOR RESIDENTIAL
2 EVICTIONS WITHIN THE RESIDENTIAL LANDLORD AND TENANT ACT; TO
3 CREATE NEW SECTION 89-8-31, MISSISSIPPI CODE OF 1972, TO PROSCRIBE
4 WHEN A LANDLORD MAY COMMENCE PROCEEDINGS TO EVICT A TENANT; TO
5 CREATE NEW SECTION 89-8-33, MISSISSIPPI CODE OF 1972, TO PROSCRIBE
6 CERTAIN DOCUMENTS TO BE FILED TO COMMENCE AN EVICTION; TO CREATE
7 NEW SECTION 89-8-35, MISSISSIPPI CODE OF 1972, TO PROVIDE FOR THE
8 ISSUANCE OF SUMMONS; TO REQUIRE CERTAIN DISCLOSURES TO BE MADE IN
9 THE SUMMONS INCLUDING THE FACT THAT THE TENANT SHALL HAVE A
10 CERTAIN PERIOD OF TIME AFTER THE EXECUTION OF A WARRANT OF REMOVAL
11 TO REMOVE PERSONAL PROPERTY; TO CREATE NEW SECTION 89-8-37,
12 MISSISSIPPI CODE OF 1972, TO REQUIRE THE JUDGE TO ORDER THE TENANT
13 TO VACATE THE PREMISES BY A CERTAIN DATE IF A JUDGMENT OF
14 POSSESSION IS GRANTED TO THE LANDLORD; TO PROVIDE THAT PRIOR TO
15 THE DATE TO VACATE SET BY THE JUDGE THE TENANT SHALL HAVE THE SAME
16 ACCESS TO THE PREMISES AS PREVIOUSLY ALLOWED UNDER THE TERMS OF
17 THE RENTAL AGREEMENT; TO AUTHORIZE THE LANDLORD TO REQUEST A
18 WARRANT OF REMOVAL; TO REQUIRE THE LANDLORD TO PROVIDE THE TENANT
19 WITH REASONABLE ACCESS FOR A CERTAIN PERIOD TO THE DWELLING UNIT
20 TO RETRIEVE PERSONAL PROPERTY AFTER THE EXECUTION OF THE WARRANT;
21 TO PROVIDE THAT A JUDGE SHALL NOT ISSUE A WARRANT OF REMOVAL IF
22 THE TENANT HAS PAID THE SUMS OWED TO THE LANDLORD IN CASES OF A
23 JUDGMENT OF POSSESSION FOR FAILURE TO PAY RENT; TO CREATE NEW
24 SECTION 89-8-39, MISSISSIPPI CODE OF 1972, TO PROVIDE FOR
25 CONTINUANCES; TO CREATE NEW SECTION 89-8-41, MISSISSIPPI CODE OF
26 1972, TO PROVIDE THAT APPEALS FROM A FINAL JUDGMENT SHALL BE
27 PURSUANT TO APPLICABLE MISSISSIPPI RULES OF COURT; TO CREATE NEW
28 SECTION 89-8-43, MISSISSIPPI CODE OF 1972, TO PROVIDE THAT A
29 LANDLORD MAY CHARGE THE TENANT DOUBLE THE RENT FOR THE TIME THAT
30 THE TENANT CONTINUES IN POSSESSION OF THE PREMISES FOLLOWING THE
31 DATE TO VACATE; TO AMEND SECTION 89-8-11, MISSISSIPPI CODE OF
32 1972, TO REQUIRE RULES AND REGULATIONS TO BE WRITTEN; TO AMEND
33 SECTION 89-8-13, MISSISSIPPI CODE OF 1972, TO PROVIDE A CERTAIN
34 TIME PERIOD FOR A TENANT TO QUIT THE PREMISES IF THE MATERIAL



35 NONCOMPLIANCE BY THE TENANT IS THE NONPAYMENT OF RENT PURSUANT TO
36 THE RENTAL AGREEMENT; TO AMEND SECTION 89-8-19, MISSISSIPPI CODE
37 OF 1972, TO CLARIFY THAT NOTICE TO TERMINATE THE TENANCY SHALL NOT
38 BE REQUIRED WHEN THE LANDLORD OR TENANT HAS COMMITTED A
39 SUBSTANTIAL VIOLATION OF THE RENTAL AGREEMENT OF THIS CHAPTER THAT
40 MATERIALLY AFFECTS HEALTH OR SAFETY; TO AMEND SECTION 89-7-29,
41 MISSISSIPPI CODE OF 1972, TO PROSCRIBE CERTAIN DOCUMENTS TO BE
42 FILED TO COMMENCE AN EVICTION FOR PREMISES OR OTHER LANDS THAT ARE
43 NOT DWELLING UNITS; TO REQUIRE THE LANDLORD TO IDENTIFY ANY ITEMS
44 OF TENANT PROPERTY LOCATED AT THE PREMISES AS TO WHICH THE
45 LANDLORD ASSERTS A VALID LIEN; TO AMEND SECTIONS 89-7-27, 89-7-31,
46 89-7-33, 89-7-35, 89-7-37, 89-7-39, 89-7-43, 89-7-47, 89-8-3,
47 89-8-7, 89-8-9, 89-8-15 AND 89-8-17, MISSISSIPPI CODE OF 1972, TO
48 CONFORM; TO REPEAL SECTIONS 89-7-41 AND 89-7-45, MISSISSIPPI CODE
49 OF 1972, WHICH GOVERN THE DISPOSITION OF TENANT PERSONAL PROPERTY
50 AND WHEN A WARRANT OF REMOVAL MAY ISSUE; AND FOR RELATED PURPOSES.

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

52 **SECTION 1.** The following shall be codified as Section
53 89-8-31, Mississippi Code of 1972:

54 89-8-31. A landlord may commence proceedings to evict a
55 tenant:

56 (a) For breach of the rental agreement or for violation
57 of this chapter pursuant to Section 89-8-13; or

58 (b) For failing to vacate after the expiration of the
59 rental agreement pursuant to Sections 89-8-17 and 89-8-19.

60 **SECTION 2.** The following shall be codified as Section
61 89-8-33, Mississippi Code of 1972:

62 89-8-33. To commence an eviction under Section 89-8-31, the
63 landlord shall file:

64 (a) A sworn affidavit or complaint, based upon the
65 terms of the rental agreement, that:

66 (i) States the facts requiring the removal of the
67 tenant;



68 (ii) Identifies the address of the dwelling unit
69 and, if applicable, the amount of rent and any additional fees
70 owed; and

71 (b) (i) A copy of the written notice of breach
72 delivered to the tenant pursuant to Section 89-8-13; or

73 (ii) A copy of the written notice to terminate the
74 tenancy delivered to the tenant pursuant to Sections 89-8-17 and
75 89-8-19.

76 **SECTION 3.** The following shall be codified as Section
77 89-8-35, Mississippi Code of 1972:

78 89-8-35. (1) On receiving the sworn affidavit or complaint,
79 summons shall be issued requiring the tenant or other person then
80 in possession of the identified premises to vacate the premises or
81 to show cause before the judge on a day to be named in the
82 summons, why possession of the premises should not be delivered to
83 the applicant.

84 (2) In addition to information required by the applicable
85 Mississippi Rules of Court, the summons shall state:

86 "At the hearing, the judge will determine if the landlord is
87 to be granted exclusive possession of the premises.

88 If the landlord is granted exclusive possession of premises,
89 then you will have at least seven (7) days to move out, unless a
90 shorter or longer period of time for vacating the premises is
91 ordered because of an emergency or other compelling circumstances.



92 If the judgment of possession is based on nonpayment of rent,
93 you do not have to move out if you pay all unpaid rent and other
94 sums awarded to the landlord by the court-ordered move-out date.

95 If you move out by the date ordered by the court, leaving
96 personal property behind, then the landlord may dispose of such
97 abandoned property without further notice.

98 If you do not move out by the date and time ordered by the
99 court, the landlord can have you removed by law enforcement, after
100 which you will have seventy-two (72) hours to remove your personal
101 property.

102 After seventy-two (72) hours, the landlord may remove any
103 personal property remaining on the premises to the curb, an area
104 designated for garbage or some other location agreed to by you and
105 the landlord."

106 (3) Service of summons shall be pursuant to applicable
107 Mississippi Rules of Court.

108 **SECTION 4.** The following shall be codified as Section
109 89-8-37, Mississippi Code of 1972:

110 89-8-37. (1) If a judgment of possession is granted to the
111 landlord, either after a hearing or by default judgment, then the
112 judge shall order the tenant to vacate the premises in seven (7)
113 days, unless the court finds that a shorter or longer period of
114 time is justified because of an emergency or other compelling
115 circumstances. Circumstances that justify setting the move-out



116 date less than seven (7) days after the eviction hearing, include,
117 but are not limited to:

118 (a) The tenant has committed a substantial violation of
119 the rental agreement or of this chapter that materially affects
120 health or safety; or

121 (b) The tenant poses an immediate and significant risk
122 of damage to the premises or of harm or injury to persons on the
123 premises.

124 Prior to the court-ordered move-out date, the tenant shall
125 have the same access to the premises as previously allowed under
126 the terms of the rental agreement. If the tenant moves out by the
127 date ordered by the court, leaving personal property behind, then
128 the landlord may dispose of such abandoned property without
129 further notice.

130 (2) After the court-ordered move-out date, the landlord may
131 request a warrant for removal. Upon such request and the payment
132 of applicable fees, the judge shall, except as otherwise
133 prohibited under subsection (4) of this section, immediately issue
134 a warrant to the sheriff or any constable of the county in which
135 the premises, or some part thereof, are situated, immediately
136 commanding the sheriff or constable to remove all persons from the
137 premises, and to put the landlord into full possession thereof.

138 (3) After the warrant for removal has been executed, the
139 landlord shall allow the tenant reasonable access to the premises
140 for seventy-two (72) hours to enable the tenant to remove the



141 tenant's personal property, including any manufactured home. If
142 the tenant moves out within seventy-two (72) hours of the
143 execution of the warrant of removal, leaving personal property
144 behind, then the landlord may dispose of such abandoned property
145 without further notice. After said seventy-two (72) hours, the
146 landlord may remove any property remaining on the premises to the
147 curb, an area designated for garbage or some other location agreed
148 to by the tenant and the landlord.

149 (4) (a) In cases in which the possession judgment is based
150 solely on the tenant's nonpayment of rent, the judge shall not
151 issue a warrant for removal if:

152 (i) By the court-ordered move-out date, the tenant
153 has paid in full all unpaid rent and other sums awarded to
154 landlord in the judgment; or

155 (ii) After such date, the landlord has accepted
156 payment of such amounts.

157 (b) A landlord has an obligation of good faith to
158 accept full payment if so tendered.

159 **SECTION 5.** The following shall be codified as Section
160 89-8-39, Mississippi Code of 1972:

161 89-8-39. (1) The court may, at the request of either party,
162 adjourn a hearing under this chapter from time to time.

163 (2) A single adjournment shall not exceed ten (10) days,
164 except by consent of both the landlord and tenant. When an



165 adjournment is granted, the court may issue subpoenas and
166 attachments to compel the attendance of witnesses.

167 (3) In hearings for the removal of the tenant from the
168 premises under this chapter, no adjournment shall extend the
169 entire hearing beyond thirty (30) days from the date the eviction
170 action was filed.

171 **SECTION 6.** The following shall be codified as Section
172 89-8-41, Mississippi Code of 1972:

173 89-8-41. Appeals from final judgments under this chapter
174 shall be pursuant to applicable Mississippi Rules of Court.

175 **SECTION 7.** The following shall be codified as Section
176 89-8-43, Mississippi Code of 1972:

177 89-8-43. When a rental agreement with a definite term
178 expires and the tenant fails or refuses to vacate the premises
179 after being notified by the landlord to do so, then the landlord
180 may, if not contradicted by the rental agreement, charge the
181 tenant double the rent for the time that the tenant continues in
182 possession of the premises following the date to vacate the
183 premises specified in the notification.

184 **SECTION 8.** Section 89-8-11, Mississippi Code of 1972, is
185 amended as follows:

186 89-8-11. (1) A landlord may, from time to time, adopt
187 written rules or regulations, however described, concerning the
188 tenant's use and occupancy of the premises. They are enforceable
189 against the tenant only if:



190 (a) Their purpose is to promote the convenience, safety
191 or welfare of the tenants in the premises, preserve the landlord's
192 property from abuse, or make a fair distribution of services and
193 facilities provided for the tenants generally;

194 (b) They are reasonably related to the purpose for
195 which they are adopted;

196 (c) They apply to all tenants in the premises in a fair
197 manner;

198 (d) They are sufficiently explicit in their
199 prohibition, direction or limitation of the tenant's conduct to
200 fairly inform what must or must not be done to comply;

201 (e) They are not for the purpose of evading the
202 obligations of the landlord.

203 (2) A rule or regulation adopted or amended after the tenant
204 enters into the rental agreement is enforceable against the tenant
205 if reasonable notice of its adoption or amendment is given to the
206 tenant and it does not work a substantial modification of the
207 rental agreement.

208 (3) If the dwelling unit is an apartment in a horizontal
209 property regime, the tenant shall comply with the bylaws of the
210 association of the apartment owners; and if the dwelling unit is
211 an apartment in a cooperative housing corporation, the tenant
212 shall comply with the bylaws of the corporation.

213 (4) Unless otherwise agreed, the tenant shall occupy the
214 dwelling unit only as a dwelling unit.



215 **SECTION 9.** Section 89-8-13, Mississippi Code of 1972, is
216 amended as follows:

217 89-8-13. (1) If there is a material noncompliance by the
218 tenant with the rental agreement or the obligations imposed by
219 Section 89-8-25, the landlord may terminate the tenancy as
220 set * * * forth herein or resort to any other remedy at law or in
221 equity * * * not prohibited by this chapter.

222 (2) If there is a material noncompliance by the landlord
223 with the rental agreement or the obligations imposed by Section
224 89-8-23, the tenant may terminate the tenancy as set out in
225 subsection (3) of this section or resort to any other remedy at
226 law or in equity * * * not prohibited by this chapter.

227 (3) The nonbreaching party may deliver a notice to the party
228 in breach in writing, or by email or text message if the breaching
229 party has agreed in writing to be notified by email or text
230 message, specifying the acts and omissions constituting the breach
231 and that the rental agreement will terminate upon a date not less
232 than fourteen (14) days after receipt of the notice if the breach
233 is not remedied within a reasonable time not in excess of fourteen
234 (14) days; and the rental agreement shall terminate and the tenant
235 shall surrender possession as provided in the notice subject to
236 the following:

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



239 remedies the breach before the date specified in the notice, the
240 rental agreement shall not terminate;

241 (b) In the absence of a showing of due care by the
242 breaching party, if substantially the same act or omission which
243 constituted a prior noncompliance of which notice was given recurs
244 within six (6) months, the nonbreaching party may terminate the
245 rental agreement upon at least fourteen (14) days' notice in
246 writing, or by email or text message if the breaching party has
247 agreed in writing to be notified by email or text message,
248 specifying the breach and the date of termination of the rental
249 agreement;

250 (c) * * * A party may not terminate for a condition
251 caused by * * * that party's own deliberate or negligent act or
252 omission or * * * an act or omission by a family member * * * or
253 other person on the premises when done with * * * the consent of
254 the party.

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

258 (5) (a) If the material noncompliance by the tenant is the
259 nonpayment of rent pursuant to the rental agreement, * * * the
260 landlord may deliver a notice in writing or by email or text
261 message if the breaching party has agreed in writing to be
262 notified by email or text message, specifying the rental agreement



263 will terminate if payment of such rent is not made within three
264 (3) days.

265 (b) Any * * * judge or other judge presiding over a
266 hearing in which a landlord seeks to * * * evict a tenant for the
267 nonpayment of rent shall abide by the provisions of the rental
268 agreement that was signed by the landlord and the defaulting
269 tenant.

270 (6) * * * The parties' obligations regarding a tenant's
271 personal property, including any manufactured home, * * * shall be
272 governed by Section * * * 89-8-37.

273 **SECTION 10.** Section 89-8-19, Mississippi Code of 1972, is
274 amended as follows:

275 89-8-19. (1) Unless the rental agreement fixes a definite
276 term a tenancy shall be week to week in case of a tenant who pays
277 weekly rent, and in all other cases month to month.

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

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

284 (4) Notwithstanding the provisions of this section or any
285 other provision of this chapter to the contrary, notice to
286 terminate a tenancy shall not be required to be given when the
287 landlord or tenant has committed a substantial violation of the



288 rental agreement or this chapter that materially affects
289 health * * * or safety.

290 **SECTION 11.** Section 89-7-29, Mississippi Code of 1972, is
291 amended as follows:

292 89-7-29. * * * To commence a civil action under Section
293 89-7-27, the landlord shall file a sworn affidavit or complaint,
294 based upon the terms of the rental agreement that:

295 (a) States the facts requiring the removal of the
296 tenant;

297 (b) Identifies the address of, or otherwise describes,
298 the premises and, if applicable, the amount of rent and any
299 additional fees owed;

300 (c) Declares that the necessary notice has been given
301 to terminate the tenancy; and

302 (d) Identifies any specific items of tenant property
303 located at the premises as to which the landlord asserts a valid
304 lien and has commenced, or is commencing, proceedings governed by
305 Section 89-7-51 et seq., Mississippi Code of 1972.

306 **SECTION 12.** Section 89-7-27, Mississippi Code of 1972, is
307 amended as follows:

308 89-7-27. A tenant or lessee at will or at sufferance, or for
309 part of a year, or for one or more years, of * * * premises or
310 other lands not constituting a dwelling unit as defined in Section
311 89-8-7(b), and the assigns, undertenants, or legal representatives
312 of such tenant or lessee, shall be removed from the premises by



313 the county court judge * * *, justice court judge or municipal
314 judge where the premises, or some part thereof, are situated, in
315 the following cases, to wit:

316 **First.** Where such tenant shall hold over and continue in
317 possession of the demised premises, or any part thereof, after the
318 expiration of his possessory term, without the permission of the
319 landlord.

320 **Second.** After any default in the payment of the rent
321 pursuant to the agreement under which such premises are
322 held, * * * and three (3) days' notice, in writing, requiring the
323 payment of such rent or the possession of the premises, shall have
324 been served by the person entitled to the rent on the person who
325 owes the rent. Notice of default by email or text message is
326 proper if the tenant has agreed in writing to be notified by that
327 means.

328 **Third.** If a written agreement between the landlord and
329 tenant exists, any event calling for eviction in the rental
330 agreement may trigger the eviction process under this section.
331 Notice of default by email or text message is proper if the * * *
332 tenant has agreed in writing to be notified by that means.

333 **SECTION 13.** Section 89-7-31, Mississippi Code of 1972, is
334 amended as follows:

335 89-7-31. (1) On receiving the affidavit, the county judge,
336 justice court judge, or municipal judge, * * * shall issue a
337 summons, directed to the sheriff or any constable of the county,



338 or the marshal of the municipality in which the premises, or some
339 part thereof, are situated, describing the premises, and
340 commanding * * * the officer to require the person in possession
341 of the same or claiming the possession thereof, immediately to
342 remove from the premises, or to show cause before the * * *
343 judge * * *, on a day to be named in the summons, why possession
344 of the premises should not be delivered to the applicant.

345 (2) In addition to * * * information required * * * by the
346 applicable Mississippi Rules of Court, the summons shall state:

347 "At the hearing, a judge will determine if the landlord is
348 granted exclusive possession of the premises. * * *

349 If the landlord is granted exclusive possession of the
350 premises, then you will have at least seven (7) days to move out,
351 unless a shorter or longer period of time for vacating the
352 premises is ordered because of an emergency or other compelling
353 circumstances.

354 If the judgment of possession is based on nonpayment of rent,
355 you do not have to move out if you pay all unpaid rent and other
356 sums awarded to the landlord by the court-ordered move-out date.

357 If you move out by the date ordered by the court, leaving
358 property behind, then the landlord may dispose of such abandoned
359 property without further notice.

360 If you do not move out by the date and time ordered by the
361 court, the landlord can have you removed by law enforcement.



362 If your landlord has asserted a lien against certain
363 specified items and has commenced separate proceedings concerning
364 the items, your right to remove the specified items of property
365 will be addressed by the court.

366 Otherwise, you will have seventy-two (72) hours after your
367 removal by law enforcement to take your other personal property
368 that has not been specified by your landlord. If you leave any
369 such other personal property at the premises for more than
370 seventy-two (72) hours after your removal, the landlord may remove
371 those items to the curb, an area designated for garbage or some
372 other location agreed to by you and the landlord."

373 **SECTION 14.** Section 89-7-33, Mississippi Code of 1972, is
374 amended as follows:

375 89-7-33. * * * Service of summons shall be pursuant to
376 applicable Mississippi Rules of Court.

377 **SECTION 15.** Section 89-7-35, Mississippi Code of 1972, is
378 amended as follows:

379 89-7-35. (1) * * * If a judgment of possession is granted
380 to the landlord, either after a hearing or by default judgment,
381 then the judge shall order the tenant to vacate the premises in
382 seven (7) days, unless the court finds that a shorter or longer
383 period of time is justified because of an emergency or other
384 compelling circumstances.

385 (2) * * * Prior to the court-ordered move-out date, the
386 tenant shall have the same access to the premises as previously



387 allowed under the terms of the rental agreement. Unless the judge
388 has made some other finding regarding property at the premises,
389 the tenant may remove its property during this time. If the
390 tenant has vacated the premises by the court-ordered move-out
391 date, then the landlord may dispose of any property, not addressed
392 by the court, which the tenant leaves behind without further
393 notice to the tenant.

394 (3) After the court-ordered move-out date, the landlord may
395 request a warrant for removal. Upon such request and the payment
396 of applicable fees, the judge shall, except as otherwise
397 prohibited under subsection (5) of this section, immediately issue
398 a warrant to the sheriff or any constable of the county in which
399 the premises, or some part thereof, are situated, immediately
400 commanding the sheriff or constable to remove all persons from the
401 premises, and to put the landlord into full possession thereof.

402 (4) Unless the judge has made some other finding regarding
403 property at the premises, the landlord shall allow the tenant
404 reasonable access to the premises for seventy-two (72) hours after
405 the warrant for removal has been executed to enable the tenant to
406 remove the tenant's property, including any manufactured home.
407 All property the tenant leaves on the premises seventy-two (72)
408 hours after the execution of the warrant for removal shall be
409 deemed abandoned and may be disposed of by the landlord without
410 further notice or obligation to the tenant.



411 (5) In cases in which the possession judgment is based
412 solely on the tenant's nonpayment of rent, the judge shall not
413 issue a warrant for removal, on or before the court-ordered
414 move-out date, if the tenant has paid in full all unpaid rent and
415 other sums owed pursuant to the judgment. A landlord has an
416 obligation of good faith to accept full payment if so tendered.

417 **SECTION 16.** Section 89-7-37, Mississippi Code of 1972, is
418 amended as follows:

419 89-7-37. The * * * tenant in possession of * * * the
420 premises, or any person claiming possession thereof, may, at or
421 before the time appointed in the summons for showing cause, file
422 an affidavit with * * * the court, denying the facts upon which
423 the summons was issued; and the matters thus controverted may be
424 tried * * *.

425 **SECTION 17.** Section 89-7-39, Mississippi Code of 1972, is
426 amended as follows:

427 89-7-39. The court may, at the request of either party,
428 adjourn * * * a hearing from time to time * * *. A single
429 adjournment shall not * * * exceed ten (10) days, except by
430 consent of both the landlord and tenant. When an adjournment is
431 granted, the court, * * * may issue subpoenas and attachments to
432 compel the attendance of witnesses. However, in hearings for
433 eviction, no adjournment shall extend the entire hearing beyond
434 forty-five (45) days from the date the eviction action was filed.



435 **SECTION 18.** Section 89-7-43, Mississippi Code of 1972, is
436 amended as follows:

437 89-7-43. * * * If a judgment of possession is not granted to
438 the landlord, the judge shall assess costs against the landlord
439 and issue execution therefor.

440 **SECTION 19.** Section 89-7-47, Mississippi Code of 1972, is
441 amended as follows:

442 89-7-47. The * * * judge before whom proceedings shall be
443 had against a tenant holding over, shall keep a full record
444 of * * * the proceedings, and shall carefully preserve all papers
445 in the cause * * *. Appeals from final judgements under this
446 chapter shall be pursuant to applicable Mississippi Rules of
447 Court.

448 **SECTION 20.** Section 89-8-3, Mississippi Code of 1972, is
449 amended as follows:

450 89-8-3. (1) This chapter shall apply to, regulate and
451 determine rights, obligations and remedies under any rental
452 agreement entered into after July 1, 1991, wherever made, for a
453 dwelling unit located within this state. * * * Any rights,
454 obligations, or remedies at law or in equity not prohibited by
455 this chapter remain available to residential landlords and
456 tenants.

457 (2) The following arrangements are not governed by this
458 chapter:



459 (a) Residence at an institution, public or private, if
460 incidental to detention or the provision of medical, geriatric,
461 educational, counseling, religious or similar service;

462 (b) Occupancy under a contract of sale of a dwelling
463 unit or the property of which it is a part, if the occupant is the
464 purchaser or a person who succeeds to * * * the purchaser's
465 interest;

466 (c) Occupancy by a member of a fraternal or social
467 organization in the portion of a structure operated for the
468 benefit of the organization;

469 (d) Transient occupancy in a hotel, motel or lodgings;

470 (e) Occupancy by an owner of a condominium unit or a
471 holder of a proprietary lease in a cooperative; or

472 (f) Occupancy under a rental agreement covering
473 premises used by the occupant primarily for agricultural purposes
474 or when the occupant is performing agricultural labor for the
475 owner and * * * the premises are rented for less than fair rental
476 value.

477 **SECTION 21.** Section 89-8-7, Mississippi Code of 1972, is
478 amended as follows:

479 89-8-7. (1) * * * As used in this chapter, the following
480 terms shall have the meaning ascribed herein unless the context
481 requires otherwise:

482 (a) "Building and housing codes" * * * means any law,
483 ordinance, or governmental regulation concerning fitness for



484 habitation, construction, maintenance, operation, occupancy or use
485 of any premises or dwelling unit * * *.

486 (b) "Court" means a justice court, a county court or a
487 circuit court.

488 (* * *c) "Dwelling unit" means a structure or the part
489 of a structure that is used as a home, residence or sleeping place
490 by one (1) person who maintains a household or by two (2) or more
491 persons who maintain a common household * * *.

492 (* * *d) "Good faith" means honesty in fact in the
493 conduct of the transaction concerned and observation of reasonable
494 community standards of fair dealing * * *.

495 (e) "Judge" means a justice court judge, a county court
496 judge or a circuit court judge.

497 (* * *f) "Landlord" means the owner, lessor or
498 sublessor of the dwelling unit or the building of which it is a
499 part, or the agent representing such owner, lessor or
500 sublessor * * *.

501 (* * *g) "Organization" * * * means a corporation,
502 government, governmental subdivision or agency, business trust,
503 estate, trust, partnership or association, two (2) or more persons
504 having a joint or common interest, and any other legal or
505 commercial entity * * *.

506 (* * *h) "Owner" means one or more persons, jointly or
507 severally, in whom is vested (i) all or part of the legal title to
508 property or (ii) all or part of the beneficial ownership and a



509 right to present use and enjoyment of the premises, and the term
510 includes a mortgagee in possession * * *.

511 (* * *i) "Premises" means a dwelling unit and the
512 structure of which it is a part, facilities and appurtenances
513 therein, and grounds, areas and facilities held out for the use of
514 tenants generally or whose use is promised to the tenant * * *.

515 (j) "Possession judgment" means a judgment granting or
516 denying the landlord exclusive possession of the premises pursuant
517 to this chapter.

518 (* * *k) "Rent" means all payments to be made to the
519 landlord under the rental agreement, including any late fees that
520 are required to be paid under the rental agreement by a defaulting
521 tenant * * *.

522 (* * *l) "Rental agreement" means all written or oral
523 agreements * * * for a dwelling unit * * * located within this
524 state that are subject to this chapter.

525 (* * *m) "Tenant" means a person entitled under a
526 rental agreement to occupy a dwelling unit to the exclusion of
527 others * * *.

528 (* * *n) "Qualified tenant management organizations"
529 means any organization incorporated under the Mississippi
530 Nonprofit Corporation Act, a majority of the directors of which
531 are tenants of the housing project to be managed under a contract
532 authorized by this section and which is able to conform to
533 standards set by the United States Department of Housing and Urban



534 Development as capable of satisfactorily performing the
535 operational and management functions delegated to it by the
536 contract.

537 (2) For purposes of giving any notice required under this
538 chapter, notice given to the agent of the landlord is equivalent
539 to giving notice to the landlord. The landlord may contract with
540 an agent to assume all the rights and duties of the landlord under
541 this chapter; provided, however, that such a contract does not
542 relieve the landlord of ultimate liability in regard to such
543 rights and duties.

544 **SECTION 22.** Section 89-8-9, Mississippi Code of 1972, is
545 amended as follows:

546 89-8-9. Every duty under this chapter and every act which
547 must be performed as a condition precedent to the exercise of a
548 right or remedy under this chapter, including the landlord's
549 termination of a tenancy or the nonrenewal of a * * * rental
550 agreement or the removal of a tenant from the premises, imposes an
551 obligation of good faith in its performance or enforcement.

552 **SECTION 23.** Section 89-8-15, Mississippi Code of 1972, is
553 amended as follows:

554 89-8-15. (1) If, within thirty (30) days after written
555 notice to the landlord of a specific and material defect which
556 constitutes a breach of the terms of the rental agreement or of
557 the obligation of the landlord under Section 89-8-23, the landlord
558 fails to repair such defect, the tenant:



559 (a) May repair * * * the defect * * *; and

560 (b) Except as otherwise provided in subsection (2) of
561 this section, shall be entitled to reimbursement of the expenses
562 of such repairs within forty-five (45) days after submission to
563 the landlord of receipted bills for such work, provided that:

564 (i) The tenant has fulfilled * * * the obligations
565 required under Section 89-8-25;

566 (ii) The expenses incurred in making * * * the
567 repairs do not exceed an amount equal to one (1) month's rent;

568 (iii) The tenant has not exercised the remedy
569 provided by this section in the six (6) months immediately
570 preceding; and

571 (iv) The tenant is current in * * * rental
572 payments.

573 (2) A tenant shall not be entitled to be reimbursed for
574 repairs made pursuant to this section in an amount greater than
575 the usual and customary charge for such repairs.

576 (3) Before correcting a condition affecting facilities
577 shared by more than one (1) dwelling unit, the tenant shall notify
578 all other tenants sharing such facilities of * * * the plans for
579 the repairs and shall so arrange the work as to create the least
580 practicable inconvenience to the other tenants.

581 (4) The cost of repairs made by a tenant pursuant to this
582 section may be offset against future rent.



583 (5) No provision of this section shall be construed to grant
584 a lien against the real property.

585 **SECTION 24.** Section 89-8-17, Mississippi Code of 1972, is
586 amended as follows:

587 89-8-17. (1) A rental agreement that fixes a definite term
588 expires on the date stated in the rental agreement.

589 (2) Notwithstanding the provisions of Section 89-8-13, the
590 landlord may, at any time after the expiration of a rental
591 agreement, * * * provide notice to the tenant in writing, or by
592 email or text message, if the tenant has agreed to be notified by
593 email or text message, specifying that the tenant is holding over
594 after expiration of the rental agreement and that the landlord
595 will commence eviction proceedings no earlier than three (3) days
596 after such notice is provided. The landlord may also demand an
597 increase in rent * * * after the expiration of the rental
598 agreement if such actions by the landlord did not have the
599 dominant purpose of retaliation against the tenant for his actions
600 authorized under this chapter and the landlord received written
601 notice of each condition which was the subject of such actions of
602 the tenant.

603 **SECTION 25.** Sections 89-7-41 and 89-7-45, Mississippi Code
604 of 1972, which govern the disposition of tenant personal property
605 and when a warrant of removal may issue, are hereby repealed.

606 **SECTION 26.** This act shall take effect and be in force from
607 and after July 1, 2022.

