

By: Representatives Porter, Hulum, Sanders

To: Judiciary A

HOUSE BILL NO. 65

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) (a) If there is a material noncompliance by  
 17 the tenant with the rental agreement or the obligations imposed by  
 18 Section 89-8-25, the landlord may terminate the tenancy as set  
 19 forth herein or resort to any other remedy at law or in equity not  
 20 prohibited by this chapter.

21 (b) A landlord may not seek to remove a tenant or  
 22 terminate a rental agreement with a tenant who is a victim of  
 23 domestic abuse or violence during the term of the tenancy due to



24 the tenant calling emergency telephone service (911) for public  
25 safety or medical emergency assistance.

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

31 (b) (i) A tenant who is a survivor of domestic abuse  
32 or violence during the term of the tenancy may terminate the  
33 rental agreement without prior notice to the landlord when, in the  
34 determination of the tenant, vacating the premises is deemed  
35 necessary for the welfare and safety of the tenant. The  
36 termination of a rental agreement under this subsection is without  
37 penalty to the tenant but does not relieve the tenant from  
38 liability for the payment of rent and any other sums owed before  
39 the tenant's termination of the rental agreement. The tenant may  
40 not be assessed any rent, penalties, fees or other costs that  
41 become due subsequent to the date of the termination of the rental  
42 agreement. For purposes of this subsection, the date on which the  
43 tenant vacates the premises must be considered the date of  
44 termination of the rental agreement unless the tenant and landlord  
45 mutually agree to a different date.

46 (ii) A tenant terminating a rental agreement under  
47 this subsection may submit to the landlord, in support of the  
48 tenant's action, a copy of an emergency, temporary or final



49 domestic abuse protective order or any other order or injunction  
50 issued by a court for the protection of the tenant; however, the  
51 landlord may not require such documentation as a condition for  
52 termination of the rental agreement by the tenant.

53 (iii) A landlord of a tenant who terminates a  
54 rental agreement under this subsection may not disclose any  
55 personal information or other information that enables the  
56 whereabouts of the tenant to be determined after the tenant has  
57 vacated the rental property.

58 (iv) The termination of a rental agreement under  
59 this subsection by a person who subsequently is applying for  
60 rental property may not be considered by a tenant screening  
61 service or a prospective landlord as a basis for refusing to enter  
62 into a rental agreement.

63 (3) The nonbreaching party may deliver a notice to the party  
64 in breach in writing, or by email or text message if the breaching  
65 party has agreed in writing to be notified by email or text  
66 message, specifying the acts and omissions constituting the breach  
67 and that the rental agreement will terminate upon a date not less  
68 than fourteen (14) days after receipt of the notice if the breach  
69 is not remedied within a reasonable time not in excess of fourteen  
70 (14) days; and the rental agreement shall terminate and the tenant  
71 shall surrender possession as provided in the notice subject to  
72 the following:



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

77 (b) In the absence of a showing of due care by the  
78 breaching party, if substantially the same act or omission which  
79 constituted a prior noncompliance of which notice was given recurs  
80 within six (6) months, the nonbreaching party may terminate the  
81 rental agreement upon at least fourteen (14) days' notice in  
82 writing, or by email or text message if the breaching party has  
83 agreed in writing to be notified by email or text message,  
84 specifying the breach and the date of termination of the rental  
85 agreement;

86 (c) A party may not terminate for a condition caused by  
87 that party's own deliberate or negligent act or omission or an act  
88 or omission by a family member or other person on the premises  
89 when done with the consent of the party.

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

93 (5) (a) If the material noncompliance by the tenant is the  
94 nonpayment of rent pursuant to the rental agreement, the landlord  
95 may deliver a notice in writing or by email or text message if the  
96 breaching party has agreed in writing to be notified by email or



97 text message, specifying the rental agreement will terminate if  
98 payment of such rent is not made within three (3) days.

99 (b) Any judge presiding over a hearing in which a  
100 landlord seeks to evict a tenant for the nonpayment of rent shall  
101 abide by the provisions of the rental agreement that was signed by  
102 the landlord and the defaulting tenant.

103 (6) The parties' obligations regarding a tenant's personal  
104 property, including any manufactured home, shall be governed by  
105 Section 89-8-39.

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

108 89-8-19. (1) Unless the rental agreement fixes a definite  
109 term a tenancy shall be week to week in case of a tenant who pays  
110 weekly rent, and in all other cases month to month.

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

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

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



120           (a) The landlord or tenant has committed a substantial  
121 violation of the rental agreement or this chapter that materially  
122 affects health or safety.

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

127           **SECTION 3.** This act shall take effect and be in force from  
128 and after July 1, 2023.

