

By: Representative Hall

To: Judiciary A

HOUSE BILL NO. 1580

1 AN ACT TO BRING FORWARD SECTIONS 89-8-1, 89-8-3, 89-8-5,  
 2 89-8-7, 89-8-9, 89-8-11, 89-8-13, 89-8-15, 89-8-17, 89-8-19,  
 3 89-8-21, 89-8-23, 89-8-25, 89-8-27, 89-8-29, 89-8-31, 89-8-33,  
 4 89-8-35, 89-8-37, 89-8-39, 89-8-41, 89-8-43 AND 89-8-45,  
 5 MISSISSIPPI CODE OF 1972, WHICH REGULATE THE RESIDENTIAL LANDLORD  
 6 AND TENANT ACT, FOR PURPOSES OF AMENDMENT; AND FOR RELATED  
 7 PURPOSES.

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

9 **SECTION 1.** Section 89-8-1, Mississippi Code of 1972, is  
 10 brought forward as follows:

11 89-8-1. This chapter shall be known and may be cited as the  
 12 "Residential Landlord and Tenant Act."

13 **SECTION 2.** Section 89-8-3, Mississippi Code of 1972, is  
 14 brought forward as follows:

15 89-8-3. (1) This chapter shall apply to, regulate and  
 16 determine rights, obligations and remedies under any rental  
 17 agreement entered into after July 1, 1991, wherever made, for a  
 18 dwelling unit located within this state. Any rights, obligations,  
 19 or remedies at law or in equity not prohibited by this chapter  
 20 remain available to residential landlords and tenants.



21 (2) The following arrangements are not governed by this  
22 chapter:

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

26 (b) Occupancy under a contract of sale of a dwelling  
27 unit or the property of which it is a part, if the occupant is the  
28 purchaser or a person who succeeds to the purchaser's interest;

29 (c) Occupancy by a member of a fraternal or social  
30 organization in the portion of a structure operated for the  
31 benefit of the organization;

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

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

35 (f) Occupancy under a rental agreement covering  
36 premises used by the occupant primarily for agricultural purposes  
37 or when the occupant is performing agricultural labor for the  
38 owner and the premises are rented for less than fair rental value.

39 **SECTION 3.** Section 89-8-5, Mississippi Code of 1972, is  
40 brought forward as follows:

41 89-8-5. In any agreement, oral or written, for the rental of  
42 real property as a dwelling place, a landlord or tenant may not  
43 agree to waive or otherwise forego any of the rights, duties or  
44 remedies under this chapter, except as otherwise provided by this



45 chapter. No rental agreement may provide that the tenant or the  
46 landlord:

47 (a) Authorizes any person to confess judgment on a  
48 claim arising out of the rental agreement; or

49 (b) Agrees to the exculpation or limitation of any  
50 liability of the landlord arising as a result of the landlord's  
51 willful misconduct or the costs connected therewith.

52 **SECTION 4.** Section 89-8-7, Mississippi Code of 1972, is  
53 brought forward as follows:

54 89-8-7. (1) As used in this chapter, the following terms  
55 shall have the meaning ascribed herein unless the context requires  
56 otherwise:

57 (a) "Building and housing codes" means any law,  
58 ordinance, or governmental regulation concerning fitness for  
59 habitation, construction, maintenance, operation, occupancy or use  
60 of any premises or dwelling unit.

61 (b) "Court" means a justice court, a county court or a  
62 circuit court.

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

67 (d) "Good faith" means honesty in fact in the conduct  
68 of the transaction concerned and observation of reasonable  
69 community standards of fair dealing.



70 (e) "Judge" means a justice court judge, a county court  
71 judge or a circuit court judge.

72 (f) "Landlord" means the owner, lessor or sublessor of  
73 the dwelling unit or the building of which it is a part, or the  
74 agent representing such owner, lessor or sublessor.

75 (g) "Organization" means a corporation, government,  
76 governmental subdivision or agency, business trust, estate, trust,  
77 partnership or association, two (2) or more persons having a joint  
78 or common interest, and any other legal or commercial entity.

79 (h) "Owner" means one or more persons, jointly or  
80 severally, in whom is vested (i) all or part of the legal title to  
81 property or (ii) all or part of the beneficial ownership and a  
82 right to present use and enjoyment of the premises, and the term  
83 includes a mortgagee in possession.

84 (i) "Premises" means a dwelling unit and the structure  
85 of which it is a part, facilities and appurtenances therein, and  
86 grounds, areas and facilities held out for the use of tenants  
87 generally or whose use is promised to the tenant.

88 (j) "Possession judgment" means a judgment granting the  
89 landlord exclusive possession of the premises pursuant to this  
90 chapter.

91 (k) "Rent" means all payments to be made to the  
92 landlord under the rental agreement, including any late fees that  
93 are required to be paid under the rental agreement by a defaulting  
94 tenant.



95 (l) "Rental agreement" means all written or oral  
96 agreements for a dwelling unit located within this state that are  
97 subject to this chapter.

98 (m) "Tenant" means a person entitled under a rental  
99 agreement to occupy a dwelling unit to the exclusion of others.

100 (n) "Qualified tenant management organizations" means  
101 any organization incorporated under the Mississippi Nonprofit  
102 Corporation Act, a majority of the directors of which are tenants  
103 of the housing project to be managed under a contract authorized  
104 by this section and which is able to conform to standards set by  
105 the United States Department of Housing and Urban Development as  
106 capable of satisfactorily performing the operational and  
107 management functions delegated to it by the contract.

108 (2) For purposes of giving any notice required under this  
109 chapter, notice given to the agent of the landlord is equivalent  
110 to giving notice to the landlord. The landlord may contract with  
111 an agent to assume all the rights and duties of the landlord under  
112 this chapter; provided, however, that such a contract does not  
113 relieve the landlord of ultimate liability in regard to such  
114 rights and duties.

115 **SECTION 5.** Section 89-8-9, Mississippi Code of 1972, is  
116 brought forward as follows:

117 89-8-9. Every duty under this chapter and every act which  
118 must be performed as a condition precedent to the exercise of a  
119 right or remedy under this chapter, including the landlord's



120 termination of a tenancy or the nonrenewal of a rental agreement  
121 or the removal of a tenant from the premises, imposes an  
122 obligation of good faith in its performance or enforcement.

123         **SECTION 6.** Section 89-8-11, Mississippi Code of 1972, is  
124 brought forward as follows:

125             89-8-11. (1) A landlord may, from time to time, adopt  
126 written rules or regulations, however described, concerning the  
127 tenant's use and occupancy of the premises. They are enforceable  
128 against the tenant only if:

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

133             (b) They are reasonably related to the purpose for  
134 which they are adopted;

135             (c) They apply to all tenants in the premises in a fair  
136 manner;

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

140             (e) They are not for the purpose of evading the  
141 obligations of the landlord.

142             (2) A rule or regulation adopted or amended after the tenant  
143 enters into the rental agreement is enforceable against the tenant  
144 if reasonable notice of its adoption or amendment is given to the



145 tenant and it does not work a substantial modification of the  
146 rental agreement.

147 (3) If the dwelling unit is an apartment in a horizontal  
148 property regime, the tenant shall comply with the bylaws of the  
149 association of the apartment owners; and if the dwelling unit is  
150 an apartment in a cooperative housing corporation, the tenant  
151 shall comply with the bylaws of the corporation.

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

154 **SECTION 7.** Section 89-8-13, Mississippi Code of 1972, is  
155 brought forward as follows:

156 89-8-13. (1) If there is a material noncompliance by the  
157 tenant with the rental agreement or the obligations imposed by  
158 Section 89-8-25, the landlord may terminate the tenancy as set  
159 forth herein or resort to any other remedy at law or in equity not  
160 prohibited by this chapter.

161 (2) If there is a material noncompliance by the landlord  
162 with the rental agreement or the obligations imposed by Section  
163 89-8-23, the tenant may terminate the tenancy as set out in  
164 subsection (3) of this section or resort to any other remedy at  
165 law or in equity not prohibited by this chapter.

166 (3) The nonbreaching party may deliver a notice to the party  
167 in breach in writing, or by email or text message if the breaching  
168 party has agreed in writing to be notified by email or text  
169 message, specifying the acts and omissions constituting the breach



170 and that the rental agreement will terminate upon a date not less  
171 than fourteen (14) days after receipt of the notice if the breach  
172 is not remedied within a reasonable time not in excess of fourteen  
173 (14) days; and the rental agreement shall terminate and the tenant  
174 shall surrender possession as provided in the notice subject to  
175 the following:

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

180 (b) In the absence of a showing of due care by the  
181 breaching party, if substantially the same act or omission which  
182 constituted a prior noncompliance of which notice was given recurs  
183 within six (6) months, the nonbreaching party may terminate the  
184 rental agreement upon at least fourteen (14) days' notice in  
185 writing, or by email or text message if the breaching party has  
186 agreed in writing to be notified by email or text message,  
187 specifying the breach and the date of termination of the rental  
188 agreement;

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





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

196 (5) (a) If the material noncompliance by the tenant is the  
197 nonpayment of rent pursuant to the rental agreement, the landlord  
198 may deliver a notice in writing or by email or text message if the  
199 breaching party has agreed in writing to be notified by email or  
200 text message, specifying the rental agreement will terminate if  
201 payment of such rent is not made within three (3) days.

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

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

209 **SECTION 8.** Section 89-8-15, Mississippi Code of 1972, is  
210 brought forward as follows:

211 89-8-15. (1) If, within thirty (30) days after written  
212 notice to the landlord of a specific and material defect which  
213 constitutes a breach of the terms of the rental agreement or of  
214 the obligation of the landlord under Section 89-8-23, the landlord  
215 fails to repair such defect, the tenant:

216 (a) May repair the defect; and



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

221 (i) The tenant has fulfilled the obligations  
222 required under Section 89-8-25;

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

225 (iii) The tenant has not exercised the remedy  
226 provided by this section in the six (6) months immediately  
227 preceding; and

228 (iv) The tenant is current in rental payments.

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

232 (3) Before correcting a condition affecting facilities  
233 shared by more than one (1) dwelling unit, the tenant shall notify  
234 all other tenants sharing such facilities of the plans for the  
235 repairs and shall so arrange the work as to create the least  
236 practicable inconvenience to the other tenants.

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

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



241           **SECTION 9.** Section 89-8-17, Mississippi Code of 1972, is  
242 brought forward as follows:

243           89-8-17. (1) A rental agreement that fixes a definite term  
244 expires on the date stated in the rental agreement.

245           (2) Notwithstanding the provisions of Section 89-8-13, the  
246 landlord may, at any time after the expiration of a rental  
247 agreement, provide notice to the tenant in writing, or by email or  
248 text message, if the tenant has agreed to be notified by email or  
249 text message, specifying that the tenant is holding over after  
250 expiration of the rental agreement and that the landlord will  
251 commence eviction proceedings no earlier than three (3) days after  
252 such notice is provided. The landlord may also demand an increase  
253 in rent after the expiration of the rental agreement if such  
254 actions by the landlord did not have the dominant purpose of  
255 retaliation against the tenant for his actions authorized under  
256 this chapter and the landlord received written notice of each  
257 condition which was the subject of such actions of the tenant.

258           **SECTION 10.** Section 89-8-19, Mississippi Code of 1972, is  
259 brought forward as follows:

260           89-8-19. (1) Unless the rental agreement fixes a definite  
261 term a tenancy shall be week to week in case of a tenant who pays  
262 weekly rent, and in all other cases month to month.

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



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

269 (4) Notwithstanding the provisions of this section or any  
270 other provision of this chapter to the contrary, notice to  
271 terminate a tenancy shall not be required to be given when the  
272 landlord or tenant has committed a substantial violation of the  
273 rental agreement or this chapter that materially affects health or  
274 safety.

275 **SECTION 11.** Section 89-8-21, Mississippi Code of 1972, is  
276 brought forward as follows:

277 89-8-21. (1) Any payment or deposit of money, the primary  
278 function of which is to secure the performance of a rental  
279 agreement or any part of such an agreement, other than a payment  
280 or deposit, including an advance payment of rent, made to secure  
281 the execution of a rental agreement shall be governed by the  
282 provisions of this section.

283 (2) Any such payment or deposit of money shall be held by  
284 the landlord for the tenant who is a party to such agreement. The  
285 claim of a tenant to such payment or deposit shall be governed by  
286 the provisions of this section. The claim of a tenant to such  
287 payment or deposit shall be prior to the claim of any creditor of  
288 the landlord.

289 (3) The landlord, by written notice delivered to the tenant,  
290 may claim of such payment or deposit only such amounts as are



291 reasonably necessary to remedy the tenant's defaults in the  
292 payment of rent, to repair damages to the premises caused by the  
293 tenant, exclusive of ordinary wear and tear, to clean such  
294 premises upon termination of the tenancy, or for other reasonable  
295 and necessary expenses incurred as the result of the tenant's  
296 default, if the payment or deposit is made for any or all of those  
297 specific purposes. The written notice by which the landlord  
298 claims all or any portion of such payment or deposit shall itemize  
299 the amounts claimed by such landlord. Any remaining portion of  
300 such payment or deposit shall be returned to the tenant no later  
301 than forty-five (45) days after the termination of his tenancy,  
302 the delivery of possession and demand by the tenant.

303 (4) The retention by a landlord or transferee of a payment  
304 or deposit or any portion thereof, in violation of this section  
305 and with absence of good faith, may subject the landlord or his  
306 transferee to damages not to exceed Two Hundred Dollars (\$200.00)  
307 in addition to any actual damages.

308 **SECTION 12.** Section 89-8-23, Mississippi Code of 1972, is  
309 brought forward as follows:

310 89-8-23. (1) A landlord shall at all times during the  
311 tenancy:

312 (a) Comply with the requirements of applicable building  
313 and housing codes materially affecting health and safety;

314 (b) Maintain the dwelling unit, its plumbing, heating  
315 and/or cooling system, in substantially the same condition as at



316 the inception of the lease, reasonable wear and tear excluded,  
317 unless the dwelling unit, its plumbing, heating and/or cooling  
318 system is damaged or impaired as a result of the deliberate or  
319 negligent actions of the tenant.

320 (2) No duty on the part of the landlord shall arise under  
321 this section in connection with a defect which is caused by the  
322 deliberate or negligent act of the tenant or persons on the  
323 premises with the tenant's permission.

324 (3) Subject to the provisions of Section 89-8-5, the  
325 landlord and tenant may agree in writing that the tenant perform  
326 some or all of the landlord's duties under this section, but only  
327 if the transaction is entered into in good faith.

328 (4) No duty on the part of the landlord shall arise under  
329 this section in connection with a defect which is caused by the  
330 tenant's affirmative act or failure to comply with his obligations  
331 under Section 89-8-25.

332 **SECTION 13.** Section 89-8-25, Mississippi Code of 1972, is  
333 brought forward as follows:

334 89-8-25. A tenant shall:

335 (a) Keep that part of the premises that he occupies and  
336 uses as clean and as safe as the condition of the premises  
337 permits;

338 (b) Dispose from his dwelling unit all ashes, rubbish,  
339 garbage and other waste in a clean and safe manner in compliance  
340 with community standards;



341 (c) Keep all plumbing fixtures in the dwelling unit  
342 used by the tenant as clean as their condition permits;

343 (d) Use in a reasonable manner all electrical,  
344 plumbing, sanitary, heating, ventilating, air conditioning and  
345 other facilities and appliances, including elevators, in the  
346 premises;

347 (e) Not deliberately or negligently destroy, deface,  
348 damage, impair or remove any part of the premises or knowingly  
349 permit any other person to do so;

350 (f) Conduct himself and require other persons on the  
351 premises with his consent to conduct themselves in a manner that  
352 will not disturb his neighbors' peaceful enjoyment of their  
353 premises;

354 (g) Inform the landlord of any condition of which he  
355 has actual knowledge which may cause damage to the premises;

356 (h) To the extent of his legal obligation, maintain the  
357 dwelling unit in substantially the same condition, reasonable wear  
358 and tear excepted, and comply with the requirements of applicable  
359 building and housing codes materially affecting health and safety;

360 (i) Not engage in any illegal activity upon the leased  
361 premises as documented by a law enforcement agency.

362 **SECTION 14.** Section 89-8-27, Mississippi Code of 1972, is  
363 brought forward as follows:

364 89-8-27. Any county, municipality, regional housing  
365 authority or local housing authority in the state may make



366 application to and contract with qualified tenant management  
367 organizations for the operation and management of housing projects  
368 of the authority as a means of reducing vacancies, reducing  
369 administrative costs and creating jobs from the establishment of  
370 maintenance teams. Such counties, municipalities, regional  
371 housing authorities or local housing authorities shall have the  
372 authority to sell public housing units to such tenant management  
373 organizations, provided that such sale is in compliance with any  
374 applicable federal laws and regulations and any applicable state  
375 laws and regulations.

376 **SECTION 15.** Section 89-8-29, Mississippi Code of 1972, is  
377 brought forward as follows:

378 89-8-29. (1) This section shall be known and may be cited  
379 as the "Derrick Beard Act."

380 (2) Any cosigner of a lease of a residential premises may  
381 terminate, and is presumed to have terminated, the lease before  
382 its expiration date upon the death of the lessee or, if there is  
383 more than one (1) lessee, upon the death of all lessees. The  
384 cosigner must provide notice to the lessor within thirty (30) days  
385 of the death of the lessee, or upon the death of all the lessees,  
386 if he or she chooses not to terminate the lease.

387 (3) The termination of a lease under this section shall not  
388 relieve the lessee's estate or lessee's cosigner from liability  
389 for:





390 (a) The payment of rent or other sums owed before the  
391 lessee's death or the death of all lessees;

392 (b) The payment of rent or other sums owed for the  
393 remainder of the month or other thirty-day period during which the  
394 death occurred; or

395 (c) The payment of amounts necessary to restore the  
396 premises to its condition at the commencement of the tenancy,  
397 ordinary wear and tear excepted.

398 (4) Any attempted waiver by a lessor and lessee or lessee's  
399 cosigner, by contract or otherwise, of the right of termination  
400 provided by this section shall be void and unenforceable.

401 (5) The provisions of this section shall apply to leases  
402 entered into or renewed from and after July 1, 2011.

403 **SECTION 16.** Section 89-8-31, Mississippi Code of 1972, is  
404 brought forward as follows:

405 89-8-31. A landlord may commence proceedings to evict a  
406 tenant:

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

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

411 **SECTION 17.** Section 89-8-33, Mississippi Code of 1972, is  
412 brought forward as follows:

413 89-8-33. To commence an eviction under Section 89-8-31, the  
414 landlord shall file:



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

417 (i) States the facts requiring the removal of the  
418 tenant;

419 (ii) Identifies the address of the dwelling unit  
420 and, if applicable, the amount of rent and any additional fees  
421 owed; and

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

424 (ii) A copy of the written notice to terminate the  
425 tenancy delivered to the tenant pursuant to Sections 89-8-17 and  
426 89-8-19.

427 **SECTION 18.** Section 89-8-35, Mississippi Code of 1972, is  
428 brought forward as follows:

429 89-8-35. (1) Upon the filing of the sworn affidavit or  
430 complaint, a summons shall be issued for service upon the person  
431 in possession of the identified premises or claiming possession  
432 thereof. The summons shall command such person to immediately  
433 vacate the premises or to show cause before the judge, on a day to  
434 be named in the summons, why possession of the premises should not  
435 be delivered to the applicant.

436 (2) In addition to the information required by subsection  
437 (1) of this section and the applicable Mississippi Rules of Court,  
438 the summons shall state:



439 "You are being sued for eviction. At the eviction hearing,  
440 the judge will determine if the landlord is entitled to possession  
441 of your rental unit.

442 If the landlord is granted possession of the rental unit,  
443 then you will have at least seven (7) days from the date of the  
444 judgment to move out, unless a shorter or longer period of time  
445 for vacating the premises is ordered because of an emergency or  
446 other compelling circumstances.

447 If the landlord seeks possession based on nonpayment of rent,  
448 you do not have to move out if you pay all the sums owed to the  
449 landlord either before the eviction hearing or, afterwards, by the  
450 court-ordered move-out date.

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

454 If you do not move out by the date and time ordered by the  
455 court, the landlord can have you removed by law enforcement, after  
456 which you will have seventy-two (72) hours to remove your  
457 belongings.

458 After seventy-two (72) hours, the landlord may remove any  
459 personal property remaining on the premises to the curb, an area  
460 designated for garbage or some other location agreed to by you and  
461 the landlord. You may still retrieve your personal property, but  
462 the landlord will have no obligation to preserve the personal  
463 property upon removal."



464 (3) Service of summons shall be pursuant to applicable  
465 Mississippi Rules of Court.

466 **SECTION 19.** Section 89-8-37, Mississippi Code of 1972, is  
467 brought forward as follows:

468 89-8-37. (1) In eviction actions, the court shall grant a  
469 default judgment to the landlord where:

- 470 (a) The landlord complies with Section 89-8-33;
- 471 (b) Issuance and service of summons is proper;
- 472 (c) The tenant fails to appear; and
- 473 (d) The landlord is otherwise entitled to a judgment  
474 under law.

475 (2) In eviction actions, the court shall grant judgment to  
476 the landlord where:

- 477 (a) The landlord complies with Section 89-8-33;
- 478 (b) The judge finds that the tenant failed to present a  
479 valid defense or counterclaim; and
- 480 (c) The landlord is otherwise entitled to a judgment  
481 under law.

482 (3) In eviction actions, judgments granted by the court  
483 shall be signed and executed on the same business day that the  
484 judgment is granted.

485 **SECTION 20.** Section 89-8-39, Mississippi Code of 1972, is  
486 brought forward as follows:

487 89-8-39. (1) If a judgment of possession is granted to the  
488 landlord, either after a hearing or by default judgment, then the



489 judge shall order the tenant to vacate the premises in seven (7)  
490 days from the date of the judgment, unless the court finds that a  
491 shorter or longer period of time is justified because of an  
492 emergency or other compelling circumstances. Circumstances that  
493 justify setting the move-out date less than seven (7) days from  
494 the date of the judgment, include, but are not limited to:

495 (a) The tenant has committed a substantial violation of  
496 the rental agreement or of this chapter that materially affects  
497 health or safety; or

498 (b) The tenant poses an immediate and significant risk  
499 of damage to the premises or of harm or injury to persons on the  
500 premises.

501 Prior to the court-ordered move-out date, the tenant shall  
502 have the same access to the premises as previously allowed under  
503 the terms of the rental agreement. If the tenant moves out by the  
504 date ordered by the court, leaving personal property behind, then  
505 the landlord may dispose of such abandoned property without  
506 further notice.

507 (2) After the court-ordered move-out date, the landlord may  
508 request a warrant for removal. Upon such request and the payment  
509 of applicable fees, the judge shall, except as otherwise  
510 prohibited under subsection (4) of this section, immediately issue  
511 a warrant to the sheriff or any constable of the county in which  
512 the premises, or some part thereof, are situated, immediately



513 commanding the sheriff or constable to remove all persons from the  
514 premises, and to put the landlord into full possession thereof.

515 (3) After the warrant for removal has been executed, the  
516 landlord shall allow the tenant reasonable access to the premises  
517 for seventy-two (72) hours to enable the tenant to remove the  
518 tenant's personal property, including any manufactured home. If  
519 the tenant moves out within seventy-two (72) hours of the  
520 execution of the warrant of removal, leaving personal property  
521 behind, then the landlord may dispose of such abandoned property  
522 without further notice. After said seventy-two (72) hours, the  
523 landlord may remove any property remaining on the premises to the  
524 curb, an area designated for garbage or some other location agreed  
525 to by the tenant and the landlord.

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

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

532 (ii) After such date, the landlord has accepted  
533 payment of such amounts.

534 (b) A landlord has an obligation of good faith to  
535 accept full payment of all sums owed pursuant to the money  
536 judgment entered if so tendered on or before the court-ordered  
537 move-out date.



538           **SECTION 21.** Section 89-8-41, Mississippi Code of 1972, is  
539 brought forward as follows:

540           89-8-41. (1) The court may, at the request of either party,  
541 adjourn a hearing under this chapter from time to time.

542           (2) A single adjournment shall not exceed ten (10) days,  
543 except by consent of both the landlord and tenant. When an  
544 adjournment is granted, the court may issue subpoenas and  
545 attachments to compel the attendance of witnesses.

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

550           **SECTION 22.** Section 89-8-43, Mississippi Code of 1972, is  
551 brought forward as follows:

552           89-8-43. Appeals from final judgments under this chapter  
553 shall be pursuant to applicable Mississippi Rules of Court.

554           **SECTION 23.** Section 89-8-45, Mississippi Code of 1972, is  
555 brought forward as follows:

556           89-8-45. When a rental agreement with a definite term  
557 expires and the tenant fails or refuses to vacate the premises  
558 after being notified by the landlord to do so, then the landlord  
559 may, if not contradicted by the rental agreement, charge the  
560 tenant double the rent for the time that the tenant continues in  
561 possession of the premises following the date to vacate the  
562 premises specified in the notification.



563           **SECTION 24.** This act shall take effect and be in force from  
564 and after July 1, 2024.

