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Cur-RENT Law for Tenants and Landlords

The tenant–landlord relationship includes rights and responsibilities for each. Knowing and meeting those obligations can produce a smooth, cooperative association.

While both oral and written lease agreements are binding, written agreements avoid misunderstandings and are easier to enforce. Unless the agreement specifies a definite term, a lease is either month-to-month or week-to-week depending on when the tenant pays rent. Month-to-month tenancies require a 30-day notice prior to termination; week-to-week require a 7-day notice. A threat to health or safety in the dwelling requires no prior notice.

A proper rental agreement should include: the address of the rented property, the landlord's name and address, the dwelling unit leased, the amount of rent, the persons (s) who will occupy the unit, the amount and nature of the deposit, the rent payment dates, the term of the lease, whether the landlord or tenant will pay the utilities, and whether the landlord or tenant will be responsible for property maintenance. The tenant and landlord should also prepare a list of the dwelling's defects at the time of rental so responsibility is clear at the beginning.

Landlords and tenants each have responsibilities outside the lease agreement. Landlords must adhere to local building and housing codes and maintain the dwelling's plumbing, heating and cooling. However, a landlord is not responsible for repairing a defect caused by the tenant's negligence.

A tenant must keep the dwelling clean and safe, dispose garbage properly, keep plumbing fixtures clean, use all utilities and facility appliances—including elevators—in a reasonable manner, not deliberately deface or destroy the premises, be law-abiding in the residence, and make the landlord aware of possible problems. Tenants are also responsible for their guests and any damage they do to the residence or facilities in general.

No grace period exists for paying rent, unless the landlord and tenant agree to one. The law allows a landlord to place a lien or claim against a tenant's personal property for unpaid rent. However, the tenant has the right to cure the default by paying all past due rent. The landlord may increase rent only at the end of a lease term.

A landlord must give a tenant advance notice of intent to enter the unit to conduct an inspection, make repairs or supply services. Only in an emergency can a landlord enter the residence without consent.

If the landlord fails to make requested repairs, the tenant should first submit a written notice of the needed repairs, citing the landlord's responsibilities under the lease agreement. If the landlord has not made the repairs within 30 days, the tenant can have the repairs made and seek reimbursement. The tenant is entitled to reimbursement within 45 days of submitting receipts to the landlord. While the tenant cannot withhold rent payments until repairs are made, he or she can deduct the cost of the repairs from the rent. If none of these legal approaches works, the tenant can seek legal action.

When a tenant moves out, he or she must request the return of the security deposit. The landlord has 45 days to return the deposit but may deduct rent owed or reasonable costs for cleaning the unit or repairing damage caused by the tenant. However, the landlord must provide a written, itemized notice of such costs.

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