

## State of Mississippi: Guide to Reducing Health Hazards and Managing Repairs for Tenants and Landlords

### Duties of a Landlord

According to the state Residential Landlord and Tenant Act (2018 Mississippi Code §§ 89-8-1 - 89-8-29) a landlord must, at all times of tenancy:

- Comply with the requirements of applicable building and housing codes materially affecting health and safety;
- Maintain the dwelling unit, its plumbing, heating and/or cooling system, in substantially the same condition as at the inception of the lease, reasonable wear and tear excluded, unless the dwelling unit, its plumbing, heating and/or cooling system is damaged or impaired as a result of the deliberate or negligent actions of the tenant.

Additionally, landlords are responsible under federal law (Residential Lead-Based Paint Hazard Reduction Act) for the following actions when renting units built before 1978:

- Providing the EPA-approved information pamphlet on identifying and controlling lead-based paint hazards Protecting Your Family from Lead in Your Home;
- Sharing any known information concerning the presence of lead-based paint or lead-based paint hazards in the home or building in the lease; and,
- Including a "Lead Warning Statement" in the lease that confirms the landlord has complied with all notification requirements.

### Duties of a Tenant

- Keep the part of the premises that they occupy and use as clean and as safe as the condition of the premises permits;
- Dispose from their dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner in compliance with community standards;
- Keep all plumbing fixtures in the dwelling unit used by the tenant as clean as their condition permits;
- Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the premises;
- Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any other person to do so;
- Conduct themselves and require their guests in a manner that will not disturb a neighbors' peaceful enjoyment of their premises;
- Inform the landlord of any condition of which they have actual knowledge which may cause damage to the premises;
- To the extent of their legal obligation, maintain the dwelling unit in substantially the same condition, reasonable wear and tear excepted, and comply with the requirements of applicable building and housing codes materially affecting health and safety;
- Not engage in any illegal activity upon the leased premises as documented by a law enforcement agency.

### Addressing Repair Needs

If a rental unit has a deficiency, a landlord must make repairs to a rental unit under the following circumstances:

1. **By agreement.** A landlord must make repairs if the rental agreement states that the landlord will make repairs. Check your lease to see if your landlord has agreed to make repairs.

2. ***In common areas.*** A landlord must make repairs in common areas, such as the grounds and buildings used by all tenants.
3. ***To comply with codes.*** A landlord is required to comply with all local and state building and housing codes. Building and housing codes are defined as any law, ordinance, or governmental regulation concerning fitness for habitation, construction, maintenance, operation, occupancy or use of any premises or dwelling unit.
4. ***To maintain the unit.*** Landlords are required to maintain a unit in substantially the same condition as at the beginning of the lease, reasonable wear and tear excepted. A landlord must repair anything that was working at the beginning of the lease.
5. ***To avoid dangerous defects or defects that impair habitability.*** Landlords have a duty to provide premises free of dangerous defects and to repair dangerously defective condition

## Tenant Repair Requests

If a tenant sees any type of deficiency in the unit, including those that could affect health and safety (chipping and peeling paint, water leaks, mold, broken railings or steps, broken heating and cooling systems, etc.) the tenants must give their landlords a notice in writing of the specific defect that needs repairing. When preparing the notice tenants should date the notice, keep a copy, and make a note on the landlord's copy of the day and manner of delivery of the notice to the landlord.

### ***What should the tenant do if the landlord does not repair after 30 days?***

If the landlord does not complete the repair after 30 days, a tenant may (1) cancel the lease, (2) use the repair and deduct remedy; or (3) bring suit against the landlord in justice court to make the repairs.

## Additional Considerations Regarding Repair and Deduct

- In order to use the Repair and Deduct remedy, tenants must be current on their rent. **(Withholding rent payments due to repair needs could lead to eviction proceedings.)**
- No notice to the landlord is required to terminate a tenancy if the landlord has committed a substantial violation that materially affects health and safety.
- 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.
- If the deficiency was caused by a tenant or his guest, or if notice was not properly given, a tenant may be in breach of the lease by canceling or using repair and deduct.
- The repair cannot total more than one month's rent and cannot exceed the ordinary and reasonable charge for such a repair.
- If the tenant plans to complete repair work themselves, **they should not attempt to perform work that would expose them to health or safety hazards** (lead based paint, mold, unsafe electrical systems, etc.). Any work performed will be required to meet all applicable building and housing codes.
- If the tenant plans to hire a repair worker for services the tenant should obtain two estimates and notify the landlord of the estimates, stating that the landlord should make the repair if he can do it for less.
- The landlord has 45 days to reimburse the tenant directly for repairs or to offset against future rent.
- The repair and deduct remedy can only be used once every six months.

### Sources

U.S. Environmental Protection Agency: <https://www.epa.gov/lead/real-estate-disclosures-about-potential-lead-hazards>

Mississippi Code of 2018: <https://law.justia.com/codes/mississippi/2018/title-89/chapter-8/>

Mississippi Legal Services: <https://www.mslegalservices.org/resource/landlord-tenant-law-in-mississippi/#When%20must%20a%20landlord%20make%20repairs%20to%20a%20rental%20unit>

The Mississippi Bar Association: <https://www.msbar.org/for-the-public/consumer-information/cur-rent-law-for-tenants-and-landlords/>