

Mississippi

Landlord - Tenant Laws Complete Guide



Mississippi Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Mississippi's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Mississippi.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: No statute. Common practice is anywhere between 1-2x monthly rent.

Legal Statute:

No content available

Security Deposit Interest:

What This Means: No statute

Legal Statute:

No content available

Separate Security Deposit Bank Account:

What This Means: No statute

Legal Statute:

No content available

Non-refundable fees:

What This Means: No statute

Legal Statute:

No content available

Pet Deposits and Additional Fees:

What This Means: No statute

Legal Statute:

No content available

Deadline for Returning Security Deposit:

What This Means: Within 45 days of tenancy terminating.

Legal Statute:

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

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

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

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

Miss. Code § 89-8-21

Laws, 1991, ch. 478, § 11, eff. 7/1/1991.

Permitted Uses of the Deposit:

What This Means: Unpaid rent, damages beyond ordinary wear and tear, cleaning, other reasonable expenses.

Legal Statute:

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

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

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

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Miss. Code § 89-8-21

Laws, 1991, ch. 478, § 11, eff. 7/1/1991.

Security Deposit can be Withheld:

What This Means: Yes

Legal Statute:

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

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

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

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

Miss. Code § 89-8-21

Laws, 1991, ch. 478, § 11, eff. 7/1/1991.

Require Written Description/Itemized List of Damages and Charges:

What This Means: Yes

Legal Statute:

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

(2) Any such payment or deposit of money shall be held by the landlord for the tenant who is a party to such agreement. The claim of a tenant to such payment or deposit shall be governed by

the provisions of this section. The claim of a tenant to such payment or deposit shall be prior to the claim of any creditor of the landlord.

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

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Miss. Code § 89-8-21

Laws, 1991, ch. 478, § 11, eff. 7/1/1991.

Receipt of Security Deposit:

What This Means: No statute

Legal Statute:

No content available

Record Keeping of Deposit Withholdings:

What This Means: No statute

Legal Statute:

No content available

Failure to Comply: Security Deposit

What This Means: \$200 fee + damages

Legal Statute:

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

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

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

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

Miss. Code § 89-8-21

Laws, 1991, ch. 478, § 11, eff. 7/1/1991.

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: No statute. Generally at the beginning of the month or term of lease

Legal Statute:

No content available

Payment Methods:

What This Means: No statute

Legal Statute:

No content available

Rent Increase Notice:

What This Means: No statute. Common practice is 30 days notice.

Legal Statute:

No content available

Late Fees:

What This Means: No statute. Usually needs to be stated in the lease.

Legal Statute:

No content available

Application Fees:

What This Means: No statute

Legal Statute:

No content available

Prepaid Rent:

What This Means: No statute

Legal Statute:

No content available

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: No statute

Legal Statute:

No content available

Tenant Allowed to Repair and Deduct Rent:

What This Means: Tenant allowed to repair and is entitled to reimbursement if landlord doesn't comply with notice within 30 days.

Legal Statute:

(1) If, within thirty (30) days after written notice to the landlord of a specific and material defect which constitutes a breach of the terms of the rental agreement or of the obligation of the landlord under Section 89-8-23, the landlord fails to repair such defect, the tenant: (a) May repair the defect; and (b) Except as otherwise provided in subsection (2) of this section, shall be entitled to reimbursement of the expenses of such repairs within forty-five (45) days after submission to the landlord of receipted bills for such work, provided that: (i) The tenant has fulfilled the obligations required under Section 89-8-25; (ii) The expenses incurred in making the repairs do not exceed an amount equal to one (1) month's rent; (iii) The tenant has not exercised the remedy provided by this section in the six (6) months immediately preceding; and (iv) The tenant is current in rental payments.

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

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

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

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

Miss. Code § 89-8-15

Laws, 1991, ch. 478, § 8, eff. 7/1/1991. Amended by Laws, 2022, ch. 501, SB 2461, § 25, eff. 4/21/2022.

Self-Help Evictions:

What This Means: No statute, but it's usually not allowed.

Legal Statute:

No content available

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: No statute

Legal Statute:

No content available

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: No statute

Legal Statute:

No content available

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: If it's a fixed-term tenancy, it simply expires and notice isn't required. If it's year-to-year, 2-month notice required.

Legal Statute:

Notice to quit shall be necessary only where the term is not to expire at a fixed time. In all cases in which a notice is required to be given by the landlord or tenant to determine a tenancy, two (2) months' notice, in writing, shall be given where the holding is from year to year, and one (1) month's notice shall be given where the holding is by the half-year or quarter-year; and where the letting is by the month or by the week, one (1) week's notice, in writing, shall be given. This section shall not apply to rental agreements governed by the Residential Landlord and Tenant Act.

Miss. Code § 89-7-23

Codes, 1857, ch. 41, art. 21; 1871, § 1640; 1880, § 1330; 1892, § 2544; 1906, § 2882; Hemingway's 1917, § 2380; 1930, § 2224; 1942, § 946; Laws, 1991, ch. 478, § 15, eff. 7/1/1991, and shall apply to rental agreements entered into after such date.

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: 1-week notice

Legal Statute:

Notice to quit shall be necessary only where the term is not to expire at a fixed time. In all cases in which a notice is required to be given by the landlord or tenant to determine a tenancy, two (2) months' notice, in writing, shall be given where the holding is from year to year, and one (1) month's notice shall be given where the holding is by the half-year or quarter-year; and where the letting is by the month or by the week, one (1) week's notice, in writing, shall be given. This section shall not apply to rental agreements governed by the Residential Landlord and Tenant Act.

Miss. Code § 89-7-23

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Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: 1-week notice

Legal Statute:

Notice to quit shall be necessary only where the term is not to expire at a fixed time. In all cases in which a notice is required to be given by the landlord or tenant to determine a tenancy, two (2) months' notice, in writing, shall be given where the holding is from year to year, and one (1) month's notice shall be given where the holding is by the half-year or quarter-year; and where the letting is by the month or by the week, one (1) week's notice, in writing, shall be given. This section shall not apply to rental agreements governed by the Residential Landlord and Tenant Act.

Miss. Code § 89-7-23

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Notice to Terminate Lease due to Sale of Property:

What This Means: No statute

Legal Statute:

No content available

Notice of date/time of Move-Out Inspection:

What This Means: No statute

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: 3-day notice

Legal Statute:

A tenant or lessee at will or at sufferance, or for part of a year, or for one or more years, of premises or other lands not constituting a dwelling unit as defined in Section 89-8-7(b), and the assigns, undertenants, or legal representatives of such tenant or lessee, shall be removed from the premises by the justice court judge, county court judge or circuit court judge where the premises, or some part thereof, are situated, in the following cases, to wit:

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

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

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

Miss. Code § 89-7-27

Codes, 1857, ch. 41, art. 27; 1871, § 1646; 1880, § 1333; 1892, § 2547; 1906, § 2885; Hemingway's 1917, § 2383; 1930, § 2226; 1942, § 948.

Amended by Laws, 2022, ch. 501, SB 2461, § 13, eff. 4/21/2022.

Amended by Laws, 2018, ch. 446, SB 2473, § 1, eff. 7/1/2018.

Notice for Lease Violation:

What This Means: 14-day notice

Legal Statute:

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

(2) If there is a material noncompliance by the landlord with the rental agreement or the obligations imposed by Section 89-8-23, the tenant may terminate the tenancy as set out in

subsection (3) of this section or resort to any other remedy at law or in equity not prohibited by this chapter.

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

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

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

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

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

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

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

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

Miss. Code § 89-8-13

Laws, 1991, ch. 478, § 7; Laws, 1993, ch. 312, § 2, eff. 3/12/1993.

Amended by Laws, 2022, ch. 501, SB 2461, § 10, eff. 4/21/2022.

Amended by Laws, 2018, ch. 446, SB 2473, § 7, eff. 7/1/2018.

Amended by Laws, 2015, ch. 395, HB 711, 4, eff. 7/1/2015.

Required Notice before Entry:

What This Means: No statute. Generally a 24-hour notice is required

Legal Statute:

No content available

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: No statute. Generally a 24-hour notice is required

Legal Statute:

No content available

Emergency Entry Allowed without Notice:

What This Means: No statute. Generally no notice is required in the event of an emergency.

Legal Statute:

No content available

Entry Allowed During Tenant's Extended Absence:

What This Means: No statute. Usually it's allowed

Legal Statute:

No content available

Entry Allowed with Notice for Showing the Property:

What This Means: No statute. Generally a 24-hour notice is required

Legal Statute:

No content available

Notice to Tenants for Pesticide Use:

What This Means: No statute

Legal Statute:

No content available

Lockouts Allowed:

What This Means: No statute. Usually it's not allowed

Legal Statute:

No content available

Utility Shut-offs Allowed:

What This Means: No specific statute. However, landlord has a duty to maintain premises in habitable conditions.

Legal Statute:

(1) A landlord shall at all times during the tenancy: (a) Comply with the requirements of applicable building and housing codes materially affecting health and safety; (b) 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.

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

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

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

Miss. Code § 89-8-23

Laws, 1991, ch. 478, § 12, eff. 7/1/1991.

Electronic Notices Allowed:

What This Means: Yes, if previously agreed to in the lease.

Legal Statute:

A tenant or lessee at will or at sufferance, or for part of a year, or for one or more years, of premises or other lands not constituting a dwelling unit as defined in Section 89-8-7(b), and the assigns, undertenants, or legal representatives of such tenant or lessee, shall be removed from the premises by the justice court judge, county court judge or circuit court judge where the premises, or some part thereof, are situated, in the following cases, to wit:

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

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

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

Miss. Code § 89-7-27

Codes, 1857, ch. 41, art. 27; 1871, § 1646; 1880, § 1333; 1892, § 2547; 1906, § 2885; Hemingway's 1917, § 2383; 1930, § 2226; 1942, § 948.

Amended by Laws, 2022, ch. 501, SB 2461, § 13, eff. 4/21/2022.

Amended by Laws, 2018, ch. 446, SB 2473, § 1, eff. 7/1/2018.

Quick Reference Guide

Key Mississippi Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Mississippi.

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Links to Statutes

- [Miss. Code § 15-1-29](#) – Limitations applicable to actions on accounts and unwritten contracts
- [Miss. Code § 75-2A-506\(1\)](#) – Statute of limitations
- [Miss. Code § 97-19-75\(5\)](#) – Bad check complaint procedures; restitution procedures
- [Miss. Code § 89-7-23](#) – Notice to terminate tenancy
- [Miss. Code § 89-7-27](#) – Nonresidential evictions; authorized in certain circumstances
- [Miss. Code § 89-8-13](#) – Right to terminate tenancy for breach; notice of breach; return of prepaid rent and security; disposition of tenant's abandoned personal property
- [Miss. Code § 89-8-15](#) – Repair of defects by tenant

- [Miss. Code § 89-8-19](#) – Length of term of tenancy; notice to terminate tenancy; exception to notice requirement
- [Miss. Code § 89-8-19\(2\)](#) – Length of term of tenancy; notice to terminate tenancy; exception to notice requirement
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- [Miss. Code § 89-8-21\(3\)](#) – Tenant's security deposit
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- [Miss. Code § 89-8-23](#) – Duties of landlord
- [Miss. Code § 89-8-25](#) – Duties of tenant
- [Miss. Code § 89-8-17](#) – Rights of landlord after expiration of rental agreement
- [Miss. Code § 9-11-9](#) – Civil jurisdiction; pecuniary interest in outcome of action
- [Miss. Code § 11-25-1](#) – In what cases a remedy