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Consumer Guide: The Landlord-Tenant Relationship

**Landlord-Tenant Act (Miss. Code Ann. Sections 89-8-1 through 89-8-29)
(As Amended through the 2018 Legislative Session)**

The “Residential Landlord and Tenant Act” outlines the rights, obligations, and remedies in Mississippi under any traditional residential lease or rental agreement entered into after July 1, 1991. Every duty under the Act and every obligation which must be performed as a condition precedent to the exercise of a right or remedy under the Act, including the landlord's termination of a tenancy or nonrenewal of a lease, imposes an obligation of good faith in its performance or enforcement. Additional laws governing the landlord-tenant relationship, including eviction proceedings, are covered by Miss. Code Ann. Section 89-7-1 through 89-7-125 as noted in the Appendix attached hereto.

The Act does not cover the following:

- (1) Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, educational, counseling, religious or similar service;
- (2) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person who succeeds to his interest;
- (3) Occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of the organization;
- (4) Transient occupancy in a hotel, motel or lodgings;
- (5) Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a cooperative; or

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

1. § 89-8-5. Waiver in Rental Agreement:

In any agreement, oral or written, for the rental of real property as a dwelling place, a landlord or tenant may not agree to waive or otherwise forego any of the rights, duties or remedies under this chapter, except as otherwise provided by this chapter. No rental agreement may provide that the tenant or the landlord:

- (a) Authorizes any person to confess judgment on a claim arising out of the rental agreement; or
- (b) Agrees to the exculpation or limitation of any liability of the landlord arising as a result of the landlord's willful misconduct or the costs connected therewith.

2. § 89-8-7. Definitions; Notice to Landlord's Agent:

This Section of the Act was amended during the 2018 Legislative Session and the underlined provisions became effective July 1, 2018.

- (1) Subject to additional definitions contained in subsequent sections of this chapter which apply to specific sections or parts thereof, and unless the context otherwise requires, in this chapter:
 - (a) “Building and housing codes” includes any law, ordinance, or governmental regulation concerning fitness for habitation, construction, maintenance, operation, occupancy or use of any premises or dwelling unit;
 - (b) “Dwelling unit” means a structure or the part of a structure that is used as a home, residence or sleeping place by one (1) person who maintains a household or by two (2) or more persons who maintain a common household;
 - (c) “Good faith” means honesty in fact in the conduct of the transaction concerned and observation of reasonable community standards of fair dealing;
 - (d) “Landlord” means the owner, lessor or sublessor of the dwelling unit or the building of which it is a part, or the agent representing such owner, lessor or sublessor;
 - (e) “Organization” includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two (2) or more persons having a joint or common interest, and any other legal or commercial entity;
 - (f) “Owner” means one or more persons, jointly or severally, in whom is vested (i) all or part of the legal title to property or (ii) all or part of the beneficial ownership and a right

to present use and enjoyment of the premises, and the term includes a mortgagee in possession;

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

(h) "Rent" means all payments to be made to the landlord under the rental agreement, including any late fees that are required to be paid under the rental agreement by a defaulting tenant;

(i) "Rental agreement" means all agreements, written or oral, except to the extent an agreement under this chapter or Chapter 7, Title 89, Mississippi Code of 1972, must be in writing, and valid rules and regulations adopted under [Section 89-8-11](#) embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises;

(j) "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others;

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

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

3. § 89-8-11. Landlord Regulations on Tenant Usage:

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

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

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

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

- (d) They are sufficiently explicit in their prohibition, direction or limitation of the tenant's conduct to fairly inform him of what he must or must not do to comply;
 - (e) They are not for the purpose of evading the obligations of the landlord.
- (2) A rule or regulation adopted or amended after the tenant enters into the rental agreement is enforceable against the tenant if reasonable notice of its adoption or amendment is given to the tenant and it does not work a substantial modification of the rental agreement.
 - (3) If the dwelling unit is an apartment in a horizontal property regime, the tenant shall comply with the bylaws of the association of the apartment owners; and if the dwelling unit is an apartment in a cooperative housing corporation, the tenant shall comply with the bylaws of the corporation.
 - (4) Unless otherwise agreed, the tenant shall occupy his dwelling unit only as a dwelling unit.

4. § 89-8-13. Right to Terminate Lease and Notice Required.

This Section of the Act was amended during the 2018 Legislative Session and the underlined changes became effective July 1, 2018.

- (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 out in subsection (3) of this section or resort to any other remedy at law or in equity except as 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 except as 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) Neither party may terminate for a condition caused by his own deliberate or negligent act or omission or that of a member of his family or other person on the premises with his consent.

(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 shall not be required to deliver fourteen (14) days' notice as provided by subsection (3) of this section. In such event, the landlord may seek removal of the tenant from the premises in the manner and with the notice prescribed by Chapter 7, Title 89, Mississippi Code of 1972.

(b) Any justice court judge or other judge presiding over a hearing in which a landlord seeks to remove 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) Disposition of personal property, including any manufactured home, of a tenant remaining on the landlord's premises after the tenant has been removed from the premises shall be governed by [Section 89-7-35\(2\)](#) or [Section 89-7-41\(2\)](#).

5. § 89-8-15. Repair of Defects:

(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 such defect himself; 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 his affirmative obligations under [Section 89-8-25](#);

(ii) The expenses incurred in making such 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 his rental payment.

- (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 his plans 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.

6. § 89-8-17. Expiration of rental agreement:

Notwithstanding the provisions of [Section 89-8-13](#), the landlord may, at any time after the expiration of a rental agreement, recover possession of the dwelling unit, cause the tenant to quit the dwelling unit involuntarily, demand an increase in rent or decrease the services to which the tenant has been entitled in accordance with any other provisions of this chapter, if such actions by the landlord did not have the dominant purpose of retaliation against the tenant for his actions authorized under this chapter and the landlord received written notice of each condition which was the subject of such actions of the tenant.

7. § 89-8-19. Length of Tenancy and Notice of Termination:

- (1) Unless the rental agreement fixes a definite term a tenancy shall be week to week in case of a tenant who pays weekly rent, and in all other cases month to month.
- (2) The landlord or the tenant may terminate a week-to-week tenancy by written notice given to the other at least seven (7) days prior to the termination date.
- (3) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty (30) days prior to the termination date.
- (4) Notwithstanding the provisions of this section or any other provision of this chapter to the contrary, notice to terminate a tenancy shall not be required to be given when the landlord or tenant has committed a substantial violation of the rental agreement or this chapter that materially affects health and safety.

8. § 89-8-21. Security Deposit:

- (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.

9. § 89-8-23. Landlord Duties:

- (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](#).

10. § 89-8-25. Tenant Duties:

A tenant shall:

- (a) Keep that part of the premises that he occupies and uses as clean and as safe as the condition of the premises permits;
- (b) Dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner in compliance with community standards;
- (c) Keep all plumbing fixtures in the dwelling unit used by the tenant as clean as their condition permits;
- (d) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the premises;
- (e) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any other person to do so;
- (f) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their premises;
- (g) Inform the landlord of any condition of which he has actual knowledge which may cause damage to the premises;
- (h) To the extent of his 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;
- (i) Not engage in any illegal activity upon the leased premises as documented by a law enforcement agency.

11. § 89-8-27. Housing Authorities; Tenant Management Organization:

Any county, municipality, regional housing authority or local housing authority in the state may make application to and contract with qualified tenant management organizations for the operation and management of housing projects of the authority as a means of reducing vacancies,

reducing administrative costs and creating jobs from the establishment of maintenance teams. Such counties, municipalities, regional housing authorities or local housing authorities shall have the authority to sell public housing units to such tenant management organizations, provided that such sale is in compliance with any applicable federal laws and regulations and any applicable state laws and regulations.

12. § 89-8-29. Derrick Beard Act; Termination of Lease by Co-signer on Death of Lessee:

- (1) This section shall be known and may be cited as the “Derrick Beard Act.”
- (2) Any cosigner of a lease of a residential premises may terminate, and is presumed to have terminated, the lease before its expiration date upon the death of the lessee or, if there is more than one (1) lessee, upon the death of all lessees. The cosigner must provide notice to the lessor within thirty (30) days of the death of the lessee, or upon the death of all the lessees, if he or she chooses not to terminate the lease.
- (3) The termination of a lease under this section shall not relieve the lessee's estate or lessee's cosigner from liability for:
 - (a) The payment of rent or other sums owed before the lessee's death or the death of all lessees;
 - (b) The payment of rent or other sums owed for the remainder of the month or other thirty-day period during which the death occurred; or
 - (c) The payment of amounts necessary to restore the premises to its condition at the commencement of the tenancy, ordinary wear and tear excepted.
- (4) Any attempted waiver by a lessor and lessee or lessee's cosigner, by contract or otherwise, of the right of termination provided by this section shall be void and unenforceable.
- (5) The provisions of this section shall apply to leases entered into or renewed from and after July 1, 2011.

APPENDIX

Additional laws governing the landlord-tenant relationship, including the laws governing eviction proceedings, are covered by Miss. Code Ann. Section 89-7-1 through 89-7-125. Some relevant provisions are included below:

§ 89-7-23. Notice to quit.

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.

§ 89-7-25. Holding after notice; double rent.

When a tenant, being lawfully notified by his landlord, shall fail or refuse to quit the demised premises and deliver up the same as required by the notice, or when a tenant shall give notice of his intention to quit the premises at a time specified, and shall not deliver up the premises at the time appointed, he shall, in either case, thenceforward pay to the landlord double the rent which he should otherwise have paid, to be levied, sued for, and recovered as the single rent before the giving of notice could be; and double rent shall continue to be paid during all the time the tenant shall so continue in possession.

§ 89-7-27. Proceedings against holdover tenant; evictions.

A tenant or lessee at will or at sufferance, or for part of a year, or for one or more years, of any houses, lands, or tenements, and the assigns, undertenants, or legal representatives of such tenant or lessee, shall be removed from the premises by the judge of the county court, any justice of the peace of the county, or by the mayor or police justice of any city, town, or village 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 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 when complete satisfaction of the rent and any late fees due cannot be obtained by distress of goods, 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.

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

§ 89-7-29. Sworn affidavits.

The landlord or lessor, his legal representatives, agents, or assigns, in order to have the benefit of such proceedings, shall present to the court a sworn affidavit that contains the facts which, according to [Section 89-7-27](#), require the removal of the tenant, describing in the affidavit the premises claimed and the amount of rent and any late fees due and when payable, and that the necessary notice has been given to terminate such tenancy. These facts shall be based on the rental agreement signed or agreed to by the landlord or lessor, his legal representatives, agents, or assigns, and the tenant. Upon receipt of the sworn affidavit, the court shall initiate the removal of the tenant for the nonpayment of rent or other event of default contained in any written agreement between the parties, as specified in the affidavit.

§ 89-7-31. Summons.

(1) On receiving the affidavit, the county judge, justice court judge, municipal judge, or other officer shall issue a summons, directed to the sheriff or any constable of the county, or the marshal of the municipality in which the premises, or some part thereof, are situated, describing the premises, and commanding him to require the person in possession of the same or claiming the possession thereof, immediately to remove from the premises, or to show cause before the justice court judge or other officer, on a day to be named not less than three (3) nor more than five (5) days from the date of the summons, why possession of the premises should not be delivered to the applicant.

(2) In addition to other information required for the summons, the summons shall state: “At the hearing, a judge will determine if the landlord is granted exclusive possession of the premises. If the judge grants possession of the premises to the landlord and you do not remove your personal property, including any manufactured home, from the premises before the date and time ordered by the judge, then the landlord may dispose of your personal property without any further legal action.”

§ 89-7-33. Service.

Such summons shall be served as a summons is served in other cases, if the tenant can be found; if not, then by putting up a copy in some conspicuous place on the premises where the tenant last or usually resided.

§ 89-7-35. Removal warrant.

(1) If, at the time appointed, it appears that the summons has been duly served, and if sufficient cause is not shown to the contrary, the magistrate shall issue his warrant to the sheriff or any

constable of the county, or to a marshal of the municipality in which the premises, or some part thereof, are situated, commanding him to remove all persons from the premises, and to put the applicant into full possession thereof.

(2) If the summons complied with the requirements of [Section 89-7-31\(2\)](#) and if the tenant has failed to remove any of tenant's personal property, including any manufactured home, from the premises, then, if the judge has not made some other finding regarding the disposition of any personal property in the vacated premises, the personal property shall be deemed abandoned and may be disposed of by the landlord without further notice or obligation to the tenant.

§ 89-7-37. Defenses.

The person in possession of such premises, or any person claiming possession thereof, may, at or before the time appointed in the summons for showing cause, file an affidavit with the magistrate who issued the same, denying the facts upon which the summons was issued; and the matters thus controverted may be tried by the magistrate.

§ 89-7-39. Adjournments, subpoenas and attachments; hearings for evictions.

The court may, at the request of either party, adjourn the hearing from time to time, a single adjournment not to exceed ten (10) days, except by consent, and may issue subpoenas and attachments to compel the attendance of witnesses. However, in hearings for eviction, no adjournment shall extend the entire hearing beyond forty-five (45) days from the date the eviction action was filed.

§ 89-7-41. Judgment for landlord.

(1) If the decision is in favor of the landlord or other person claiming the possession of the premises, the magistrate shall issue his warrant to the sheriff, constable, or other officer, commanding him immediately to put the landlord or other person into possession of the premises, and to levy the costs of the proceedings of the goods and chattels, lands and tenements, of the tenant or person in possession of the premises who shall have controverted the right of the landlord or other person.

(2) If the summons complied with the requirements of [Section 89-7-31\(2\)](#) and if the tenant has failed to remove any of tenant's personal property, including any manufactured home, from the premises, then, if the judge has not made some other finding regarding the disposition of any personal property in the vacated premises, the personal property shall be deemed abandoned and may be disposed of by the landlord without further notice or obligation to the tenant.

§ 89-7-43. Judgment for tenant.

If the decision be in favor of the tenant, he shall recover costs of the applicant, and the magistrate shall issue execution therefor.

§ 89-7-45. Stay of proceedings.

If the proceedings be founded upon the nonpayment of rent, the issuance of the warrant for the removal of the tenant shall be stayed if the person owing the rent shall, before the warrant is actually issued, pay the full and complete amount of rent due, including any late fees that have accrued as a result of the nonpayment of rent as provided in the rental agreement, and the costs of the proceedings, to the person entitled to the rent, for the payment thereof and costs in ten (10) days; and if the rent and costs shall not be paid accordingly, the warrant shall then issue as if the proceedings had not been stayed.

§ 89-7-47. Records and appeals.

The magistrate before whom proceedings shall be had against a tenant holding over, shall keep a full record of his proceedings, and shall carefully preserve all papers in the cause, and the same costs shall be taxed and paid as are allowed for similar service in cases of unlawful entry and detainer, and the right of appeal shall exist as in such cases.

§ 89-7-49. Desertion of premises by tenant.

If a tenant of lands, being in arrear for rent, shall desert the demised premises and leave the same uncultivated or unoccupied, so that a sufficient distress cannot be had to satisfy the arrears of rent, any constable of the county may, at the request of the landlord, and upon due proof by affidavit that the premises have been deserted, leaving rent in arrear, and not sufficient distress thereon, go upon and view the premises, and upon being satisfied that the premises have been so deserted, he shall affix a notice, in writing, upon a conspicuous part of the premises, stating what day he will return to take a second view thereof, not less than five (5) days nor more than fifteen (15) days thereafter, and requiring the tenant then to appear and pay the rent and any late fees due. At the time specified in the notice the constable shall again view the premises, and if, upon second view, the tenant shall not pay the rent and any late fees due, or there shall not be sufficient distress upon the premises, then the justice court shall immediately or within forty-eight (48) hours put the landlord in possession of the premises, and the lease thereof to such tenant shall become void. The tenant may appeal to the circuit court from the proceedings of the justice court at any time within thirty (30) days after possession delivered, by serving notice in writing thereof upon the landlord, and by giving bond, with sufficient sureties, to be approved by the justice court, for the payment to the landlord of the costs of appeal, which may be adjudged against the tenant; and thereupon the justice court shall return the proceedings before him to the next term of the circuit court, and the court shall, at the return term, examine the proceedings in a summary way, and may order restitution to be made to the tenant, with costs of appeal, to be paid by the landlord; or in case of affirming the proceedings, shall award costs against the tenant and sureties in his bond.