

# L-O-U Tenants' Bill of Rights

Working Draft, July 2025

*[This document is an organizing tool. Imagine this as something we go door-to-door, building-by-building with to mobilize folks. The distance between what is in this document and what ultimately may get approved by the city, county, or both isn't as important as the role this document should have in helping folks to recognize their agency and ability to demand better from their representatives.]*

## Preamble

WHEREAS America's affordable housing crisis has reached a fever pitch, and in 2024 "in no state, metropolitan area, or county in the U.S. can a full-time worker earning the federal minimum wage, or the prevailing state or local minimum wage, afford a modest two-bedroom rental home at fair market rent"<sup>1</sup>; and

WHEREAS Lafayette County's housing wage - the hourly wage necessary to afford a modest two-bedroom unit at fair market rent (FMR) without being housing cost-burdened (paying over 30 percent of their income toward housing) - is the highest anywhere in Mississippi<sup>2</sup>; and

WHEREAS in 2024 a full-time worker in Lafayette County would need to earn \$24.19 per hour, or over \$50,000 per year, to afford a modest two-bedroom unit at FMR without being housing cost-burdened<sup>3</sup>; and

WHEREAS Mississippi's minimum wage defers to the federal minimum wage of \$7.25 per hour, and a household in Lafayette County would need to work more than 3 full-time jobs at minimum wage (over 120 hours per week) to earn enough to afford a modest 2-bedroom unit at FMR without being housing cost-burdened<sup>4</sup>; and

WHEREAS the median household income in 2023 for renters in Lafayette County was less than \$36,000 per year, and the median household income in 2023 for renters in Oxford was less than \$32,000 per year<sup>5</sup>; and

WHEREAS FMR rent for a 2-bedroom unit in Lafayette County in 2025 is \$1293 per month<sup>6</sup>, and median rent for a 2-bedroom unit in the city of Oxford in 2025 is \$1500 per month<sup>7</sup>; and

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<sup>1</sup> "Out of Reach 2024", National Low Income Housing Coalition. Washington, DC, <https://nlihc.org/oor>

<sup>2</sup> [https://nlihc.org/sites/default/files/oor/2024\\_OOR-mississippi.pdf](https://nlihc.org/sites/default/files/oor/2024_OOR-mississippi.pdf)

<sup>3</sup> "Out of Reach 2024", National Low Income Housing Coalition

<sup>4</sup> "Out of Reach 2024", National Low Income Housing Coalition

<sup>5</sup> US Bureau of the Census American Community Survey (ACS) 2019-2023 5-year estimates

<sup>6</sup> [https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2025\\_code/2025summary.odn](https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2025_code/2025summary.odn)

<sup>7</sup> <https://www.zumper.com/rent-research/oxford-ms>

WHEREAS the typical renter in Lafayette County cannot afford more than \$900 per month in housing costs without being housing-cost burdened, and the typical renter in Oxford cannot afford more than \$800 per month in housing costs without being housing-cost burdened<sup>8</sup>; and

WHEREAS renters comprise nearly 37 percent of all households in Lafayette county, and over 56 percent of all households in Oxford<sup>9</sup>; and

WHEREAS nearly 48 percent of all renters in Lafayette County are housing cost-burdened, and nearly 51 percent of all renters in Oxford are housing cost-burdened<sup>10</sup>; and

WHEREAS over 30 percent of all renters in Lafayette County are severely housing cost-burdened, defined as paying over 50 percent of their income toward housing costs, and over 32 percent of renters in Oxford are severely housing-cost burdened<sup>11</sup>; and

WHEREAS tenants in Lafayette County and Oxford, as is true for many other communities, face discrimination in the rental market on the basis of race, gender, sexuality, mental and physical ability, immigration status, country of origin, and much more, and these factors limit tenants' ability to access and acquire safe and truly affordable housing; and

WHEREAS the rising costs of housing, coupled with inadequate access to affordable food, healthcare, and other basic needs place an undue burden on the poorest and most vulnerable tenants of the L-O-U community; and

WHEREAS the Lafayette County Board of Supervisors' and the City of Oxford's Mayor and Board of Aldermen's efforts to provide truly affordable housing has been inadequate; and

WHEREAS the Lafayette County Board of Supervisors' and the City of Oxford's Mayor and Board of Aldermen continue to privilege the voices and interests of elite property owners and developers at the expense of our working-class and working-poor citizens; and

WHEREAS we, the undersigned, believe that every person should have a safe, accessible, affordable home, and demand from our local government an active commitment to tenant and housing provider rights now and in the future; NOW, THEREFORE

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<sup>8</sup> US Bureau of the Census American Community Survey (ACS) 2019-2023 5-year estimates and standard calculation for cost-burdened threshold,  $[(\text{annual income} \times 0.3)/12] = \text{monthly rent threshold for housing cost-burden}$

<sup>9</sup> US Bureau of the Census, American Community Survey (ACS) 2019-2023 5-year estimates

<sup>10</sup> US Bureau of the Census American Community Survey (ACS) 2019-2023 5-year estimates

<sup>11</sup> US Bureau of the Census American Community Survey (ACS) 2019-2023 5-year estimates

# BE IT RESOLVED BY THE UNDERSIGNED MEMBERS OF THE LAFAYETTE-OXFORD- UNIVERSITY COMMUNITY:

We hereby demand these rights be acknowledged and secured by the Lafayette County Board of Supervisors and the City of Oxford's Mayor and Board of Aldermen:

## I. The Right to Justice and to Fair and Equal Treatment Under the Law

### A. This right includes but is not limited to:

1. The right to federal and municipal protections against discrimination in the rental of housing due to tenants' race, color, national origin, religion, sex, familial status, disability, marital status, sexual orientation, gender identity, status as a victim of domestic violence, sexual assault, or stalking
2. The right to disclosure of the past five consecutive years' of rental pricing history; or the full rental pricing history for any units leased for less than five years
3. The right to be heard in court during landlord/tenant disputes in a timely and unbiased manner
4. The right to justice and access to fair, equitable treatment under the law regardless of ability to pay
5. Freedom from unjust and unlawful evictions
6. The right to use housing units in a reasonable, ordinary manner, causing ordinary wear and tear, free from nonrefundable fees, extraordinary damages clauses, and free from the security deposit being applied to any ordinary wear and tear.
7. The right to recoup the full amount of any paid security deposit within 45 days of conclusion of the lease; and to a full and complete disclosure of any necessary repairs paid for using funds from the security deposit
8. The right to disclosure of these written Tenant's Rights by the landlord/property owner/property manager at the start of tenancy

## II. The Right to Safe, Healthy, Accessible, and Affordable Housing

### A. This right includes but is not limited to:

1. The right to live in dwellings that meet minimum health and safety standards of basic utilities and facilities, ventilation and heating, safety from fire, and safe and sanitary maintenance.
2. The right to consistent checks for mold, gas, and water safety that are paid for by the landlord/property owner/property manager
3. The right to safe and proper waste disposal on the property they are renting

4. The right to know of any environmental, safety, and mechanical issues pertaining to the property they are renting prior to signing a lease; and the right to know of any related issues should they occur while the tenant occupies the property
5. The right to timely and quality repairs at the expense of the landlord/property owner/property manager
  - a) Including efficiency inspections and repairs to manage utility costs; respond quickly to suspected water leaks, ensure duct work is fully sealed and seals around windows and doors are adequate.
6. The right to free, temporary housing in the event of a housing emergency that leads to tenants' temporary displacement from their rental unit
7. The right to relocation assistance in the event of a forced move due to uninhabitable conditions

### III. The Right to Privacy and Self-Determination

#### A. This right includes but is not limited to:

1. The right to tenants' personal security, including true exclusive possession. The landlord/property owner/property manager must provide 24 hours' written notice prior to entry.<sup>12</sup>
2. The right to respectful communication with their landlord or property manager that is transparent and timely

### IV. The Right to Representation, Organizing, and Bargaining

#### A. This right includes but is not limited to:

1. The right to form a tenants' union without fear of persecution including but not limited to the termination or nonrenewal of an existing lease, rental increase, decrease in services, or any other retaliatory measure prohibited by Mississippi state law.<sup>13</sup>
2. The right to have adequate tenants' representation on the city of Oxford's Affordable Housing Commission, consisting of no less than 50 percent of the commission's seats reserved for persons who actively rent their primary place of residence within the Oxford city limits.
3. The right to an annual Housing Town Hall where all residents of Lafayette County and the city of Oxford can directly petition and question members of the Lafayette County Board of Supervisors and the city of Oxford's Mayor and Board of Aldermen.

### V. The Right to Fair Contracting Practices in Residential Leasing

#### A. This right includes but is not limited to:

1. The right to leases which contain only those terms enforceable under Mississippi law, and applicable to the property interests involved in a

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<sup>12</sup> Gulf Refining Co. v. Terry, 163 Miss. 869, 887-88 (Miss. 1932)

<sup>13</sup> MS Code § 89-8-17

lease. Examples of terms that should never appear in a Mississippi residential lease:

- a) Joint and Several Liability
  - b) Liquidated Damages<sup>14</sup>
2. The right to terminate or nonrenew a lease without excessive and burdensome process or fees
- a) The right to sublease and/or assign contract and possession of a dwelling unit with cooperation and facilitation by the landlord/property owner/property manager
3. The right to a competitive business environment for lessors
- a) Local registry of active leases
  - b) Publicly available ratings of property and management quality.

To fully guarantee these rights and protections, the Lafayette County Board of Supervisors and the City of Oxford's Mayor and Board of Aldermen will commit to enforcing existing legislation and passing any additional legislation necessary to secure these rights, and commit to passing legislation to establish an adequately-funded Office of Housing and Community Development for the L-O-U community. This office will serve as a permanent voice for L-O-U residents, and place local government closer to the communities it is meant to serve.

We, the undersigned:

[Full Name, Street Address, City/County, Zip Code]

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<sup>14</sup> Miss. Code Ann. 75-2-718