

STATES OF JERSEY



Jersey

DRAFT RESIDENTIAL TENANCY (JERSEY) AMENDMENT LAW 202- (P.24/2025): FOURTH AMENDMENT

**Lodged au Greffe on 26th August 2025
by the Environment, Housing and Infrastructure Scrutiny Panel
Earliest date for debate: 9th September 2025**

STATES GREFFE

DRAFT RESIDENTIAL TENANCY (JERSEY) AMENDMENT LAW 202- (P.24/2025):
FOURTH AMENDMENT

1 PAGE 48, ARTICLE 6 –

In Article 6, new Part 3, for new Article 6B(2)(e) substitute –

- (e) if the notice is given under Article 6D, specify the requirements that the notice-giver must satisfy under Article 6D(b) for the tenancy to end; and

2 PAGE 49, ARTICLE 6 –

(1) In Article 6, new Part 3, for new Article 6D(b) substitute –

- (b) the notice-giver satisfies the requirements set out in the residential tenancy agreement under paragraph 12 of Schedule 1.

(2) In Article 6, new Part 3, after new Article 6D(b) insert as paragraph (2) –

- (2) However, if the requirements purportedly set out in the agreement under paragraph 12 of Schedule 1 are more favourable to the landlord than the tenant –
 - (a) the landlord cannot end the initial term early under this Article; but
 - (b) the tenant can end the initial term early under this Article as long as they satisfy those requirements that apply to the tenant.

3 PAGE 49, ARTICLE 6 –

In Article 6, new Part 3, for new Article 6E substitute –

6E How landlord or tenant ends tenancy by notice, without reason, during periodic tenancy

A periodic tenancy may be ended (without giving a reason) by –

- (a) the landlord giving the tenant at least 1 year’s written notice; or
- (b) the tenant giving the landlord at least 1 month’s written notice.

4 PAGE 49, ARTICLE 6 –

In Article 6, new Part 3, new Article 6F(1), rows (a) to (d) of the table, for “Not allowed” substitute “Not applicable”.

5 PAGE 52, ARTICLE 6 –

In Article 6, new Part 3, new Article 6G(2)(n)(ii), delete “the following, to which a police officer or a States’ employee with a relevant enforcement or regulatory function has attended”.

6 PAGE 52, ARTICLE 6 –

In Article 6, new Part 3, delete new Article 7.

7 PAGE 54, ARTICLE 6 –

In Article 6, new Part 3A, new Article 7D(4), for “If this paragraph is applied by Order” substitute “If this paragraph is applied by Regulations”.

8 PAGE 58, ARTICLE 11 –

In Article 11, new Part 4A, new Article 13B(4)(e), for “unless this requirement is excluded by Order” substitute “unless this requirement is excluded by Regulations”.

9 PAGE 64, ARTICLE 14 –

In Article 14(4), new Article 15(2)(g), delete “the following, to which a police officer or a States’ employee with a relevant enforcement or regulatory function has attended”.

10 PAGE 65, ARTICLE 18 –

In Article 18(2), delete new Article 23(2)(la) and (ld) and renumber the remaining new sub-paragraphs and cross-references accordingly.

11 PAGE 65, ARTICLE 19 –

(1) In Article 19(1), for new Article 24(1)(lb) substitute –

(lb) amending Article 7A to specify a new maximum percentage at which the annual increase in RPI is capped (for limits on rent increases during the total duration), as long as the new percentage is at least 5%;

(2) In Article 19(1), after new Article 24(1)(lc) insert –

(ld) applying Article 7D(4) (so that certain exceptions to the limit on rent increases are determined by the Rent Tribunal);

(le) excluding the requirement in Article 13B(4)(e) (for the chair and the deputy chair of the Tribunal to have a qualification in law);

(3) Renumber the subsequent new sub-paragraphs and cross-references accordingly.

(4) After Article 19(1) insert –

(2) After Article 24(1) there is inserted –

(1AA) Before lodging a proposition containing draft Regulations to be made under paragraph (1)(le), the Minister must consult the Judicial Greffier.

(5) Renumber the subsequent paragraph of Article 19 accordingly.

12 PAGE 67, ARTICLE 21 –

In Article 21(3), for new paragraph 12 of Schedule 1 substitute –

12. If there is an initial term, 1 or more requirements that are no more favourable to the landlord than the tenant and that the following must satisfy to end the

residential tenancy under Article 6D (ending tenancy early without giving a reason) during the initial term –

- (a) a notice-giver who is the landlord;
- (b) a notice-giver who is the tenant.

For example, a single requirement might require that both the landlord and the tenant do not end the residential tenancy under Article 6D until at least 1 year after the tenancy started.

ENVIRONMENT, HOUSING AND INFRASTRUCTURE SCRUTINY PANEL

REPORT

Introduction

As a result of the Environment, Housing and Infrastructure Scrutiny Panel's comprehensive [review](#) of the Draft Residential Tenancy (Jersey) Amendment Law 202- ("the Amendment Law"), several proposed amendments have been identified. These amendments aim to enhance clarity, fairness, and accountability within the proposed legislative framework.

Each proposed amendment has been developed in response to specific concerns raised during evidence heard in public hearings, stakeholder submissions, and expert advice received by the Panel. The rationale for each amendment is discussed in turn below and arranged thematically to reflect the key areas of contention identified through the Panel's review. These themes include regulation-making powers, ending tenancies, illegality and nuisance provisions, and the penalties regime.

A. Regulation-making powers

Amendment A1 – Rent limit powers – [Parts 10 & 11]

The aim of this amendment is to amend the law to allow the percentage figure of the rent increase limit to be both increased and decreased by Regulations, while simultaneously setting a statutory floor so that the figure cannot be reduced below 5%. This is based on the Panel's finding that Article 24(1)(lb) delivers the intended flexibility for the States Assembly to raise or remove the 5% cap in periods of high inflation, but it's drafting also permits a future reduction below 5%.

As described further in the report, the Panel weighed the available evidence on the rent increase limit and concluded that there is no robust basis to alter the 5% RPI mechanism at this stage. The Panel is satisfied that the decision to change the percentage figure lies with the States Assembly.

However, the Panel noted that the Amendment Law includes a power to specify a different maximum percentage for rent increases, Article 24(1)(lb) reads:

"The States may by Regulations make provision for the purpose of carrying this Law into effect and, in particular, but without prejudice to the generality of the foregoing, for or with respect to the following matters –

amending Article 7A to specify a different maximum percentage at which the annual increase in RPI is capped (for limits on rent increases during the total duration)."

During a public hearing, the Minister for Housing explained that the intention of this power is to allow the States Assembly to raise or remove the 5% limit in periods of high inflation.

The Panel raised concerns that, while the stated intention was to allow the States Assembly to raise or remove the 5% limit during periods of high inflation, the current drafting of Article 24(1)(lb) is broad enough to also permit a reduction of the limit below 5%. The Minister was asked whether this was clear and whether such an interpretation might further increase uncertainty or apprehension for landlords who deem the 5% limit as too restrictive.

In response, the Minister for Housing confirmed that the drafting was indeed intended to provide flexibility in both directions:

"Well, I think it is a given that if you are setting regulation-making power for the Assembly to adjust that cap that it cuts both ways. ... so that clause is there as a safeguard just in case our entire economy and how things work in future years does change or goes back to what previous generations have experienced and we will need the flexibility to respond to that as and when it is right. That is for the States Assembly to do, not an individual housing Minister."

When pressed further as to whether the wording was sufficiently clear to all stakeholders, the Minister reiterated:

"I think that is clear. It means either way."

While the Minister was clear in his intention, the Panel believes that as drafted Article 24(1)(lb) lacks clarity: there is no explicit floor nor clarity on downward adjustments.

The Panel considered the merits of restricting any future change to the limit to upward movement only versus maintaining bidirectional flexibility in light of expert advice received (Expert Advisor Recommendation 18¹), which proposed an “upward-only” approach by Regulations. While a one-directional mechanism would reassure landlords, the Panel concluded it could unduly constrain the States Assembly’s ability to respond to economic shocks or volatility. The Panel therefore favours retaining flexibility in both directions but with this amendment, will set a statutory floor of 5% to avoid reductions below that level and to provide planning certainty.

This judgment was made against the backdrop of stakeholder concerns about fairness and regulatory burden, and the Panel’s conclusion that the rent-stabilisation model is a passive “back-stop” of which its effectiveness depends on landlords’ routine compliance. Protecting against unexpected downward revisions to the cap supports stability without removing necessary flexibility.

The Panel considered the suggestion from its expert advisor to grant the Minister a separate Order-making power to raise the cap quickly (Expert Advisor Recommendation 19). However, the Panel rejected this on transparency and accountability grounds: agreeing that any change to the cap should remain a matter for the States Assembly by Regulations. This preserves democratic oversight and ensures that any decision to amend the cap is based on sound evidence and undergoes appropriate scrutiny.

Ultimately, the Panel proposes this amendment to allow the cap to be increased or decreased by Regulations, while setting a statutory floor so the cap cannot be reduced below 5%.

Amendment A2 – Rent Tribunal Members’ qualifications – [Part 8]

The aim of this proposed amendment is to require any changes to the qualification requirements for Tribunal members to be made by Regulations, not by Ministerial Order, and that before lodging any draft Regulations under this Article, the Minister for Housing must consult the Judicial Greffier. This is based on the Panel’s finding that the Amendment Law grants the Minister broad authority through Order-making powers to set the Rent Tribunal’s procedures, data requirements, exemptions, member qualifications, confidentiality rules, and pay, with a mandatory consultation with the Judicial Greffier on any Orders affecting core Tribunal functions.

Article 23 of the Amendment Law empowers the Minister to make a range of Orders to establish and manage the Rent Tribunal’s operations, including:

- Prescribing procedural rules for how the Tribunal conducts hearings, issues decisions and enforces related time limits.
- Assigning the Tribunal authority to determine exceptions to the statutory cap on rent increases (for example, capital-improvement or under-market-rent exemptions).
- Requiring landlords to submit accurate rent data and setting out when and how that information must be provided.
- Allowing future changes to the legal-qualification requirement for the Tribunal’s Chair and Deputy Chair to be made.
- Mandating that certain hearings take place in private when confidentiality is warranted.
- Establishing or calculating the remuneration rates for Tribunal members.

¹ The recommendations made by the Panel’s expert advisor can be found in the Panel’s report [S.R.3/2025] once published.

The Panel's Expert Advisor observed that, because much of the Rent Tribunal's operation as currently proposed, will be determined by secondary legislation, scrutiny would be limited: compounding uncertainty about its practical functioning. However, there are some key components of the Rent Tribunal outlined in the Amendment law.

The Panel acknowledges that the Minister needs some flexibility through Order-making powers regarding the Rent Tribunal operations. The Advisor raised caution that the Chair and Deputy Chair's legal-qualification requirements could be removed via Ministerial Order. Within their written submissions, the Jersey Landlords Association (JLA) also challenged the proposal to let the Minister remove the legal-qualification requirement for the Chair and Deputy Chair, arguing that, without States Assembly approval, authority is unnecessarily concentrated in the Minister and that this bypasses legislative oversight.²

The Panel is supportive of a Tribunal that reflects both legal expertise and a strong understanding of Jersey's unique housing context. As such, the Panel supports the Expert Advisor's Recommendation 23 and proposes to amend the Amendment Law to require any changes to the qualification requirements for Tribunal members to be made by Regulations, not by Ministerial Order. This will remove the Minister's ability to lower the bar for tribunal membership qualifications, protecting the Tribunal's competence and independence.

To further strengthen this safeguard, the Panel aims to secure the Assembly's approval to require the Minister to consult with the Judicial Greffier before lodging any draft Regulations to change the qualifications of Tribunal members. This additional step ensures that any changes will be subject to legal expertise and scrutiny from within the judiciary itself. As well as to protect consistency and legal standards across Jersey's tribunals and was part of the Advisor's Recommendation 23.

Amendment A3 – Rent Tribunal as a reactive body – [Part 7]

The aim of this proposed amendment is to remove the Order making power in Article 7D(4) and proposed Article 23(2)(1a), in order that the Tribunal retains its passive nature as advertised, and that this cannot be altered by ministerial fiat. The rationale for this is the same as noted above for Amendment A2.

Having considered that the Amendment Law grants the Minister broad authority to set the Rent Tribunal's day-to-day operations, and in light of the Expert Advisor's Recommendation 22, the Panel concurs with the Advisor's concerns that allowing the Minister to unilaterally extend the Tribunal's remit, by compelling landlords to submit specified rent-increase exceptions for adjudication, risks transforming a passive dispute-resolution body into an active regulator. To safeguard the Tribunal's reactive nature, the Panel proposes this amendment to the Amendment Law to remove the Minister's Order-making power in relation to rent-cap exemptions. Going forward, any expansion of the Tribunal's jurisdiction must be enacted through amendments to the primary legislation or, where appropriate, under Regulations subject to States Assembly approval. This approach preserves executive flexibility to propose changes while ensuring robust legislative oversight, prevents mission creep without Assembly consent, and upholds the original design that the Tribunal only addresses matters explicitly brought before it.

B. Ending tenancies³

Amendment B2 – Equality of break clauses – [Parts 1 & 2]

The aim of this amendment is to ensure that any break clauses within residential tenancy agreements for ending an initial fixed term operate equally for both the landlord and tenant.

² [Letter - JLA - 16th May 2025](#)

³ N.B. the Panel's Amendment B1 has been lodged as a separate amendment to [P.24/2025\(Amd\)](#).

The Panel is satisfied that the policy allowing either party to end an initial fixed term tenancy without a stated reason, provided notice and any contractual requirements are observed, is appropriate and welcomed by stakeholders. It agreed that the provision under Article 6D allowing no-reason notices during the initial term, was consistent with periodic tenancies under the 2011 Law and reflected a deliberate policy choice to prioritise tenant and landlord flexibility.

However, based on the Panel's findings that the Minister has identified that one-sided break clauses are currently an issue, the Law Society of Jersey's comment that mutuality of break clauses is both reasonable and necessary and that, even with the Minister's amendment (P.24/2025(Amd.2)), unilateral break clauses will still be permitted under the Amendment Law, so long as the statutory minima is met: the Panel is clear that a further amendment is needed.

The Panel therefore proposes this amendment to ensure that break clauses must operate equally for both landlord and tenant. This is necessary to give full effect to the Minister's policy intention, which is that break clauses must be negotiated fairly at the outset and should not be used to exploit the insecurity the Amendment Law aims to prevent.

The Panel also believes that initial fixed-term tenancy contracts should include at least one specified requirement governing the exercise of any early termination right, consistent with the Minister's amendment removing "if any," so that preferential break clauses are prevented in practice. Without such a requirement, the law as originally worded would have allowed all parties to give either one, or three months' notice, creating a passive right that many parties may be unaware of. This could mean that, although the contract itself made no mention of early termination, either party would still hold this right unless expressly removed or restricted through contractual requirements. Given the nuance of this provision, the Panel considers it unlikely that most parties would welcome this level of uncertainty in their arrangements.

Amendment B3 – No Reason Notice for Landlords to end periodic tenancies – [Parts 3 & 12]

The aim of this proposed amendment is to allow landlords to end a periodic tenancy without giving a reason, provided they give at least 12 months' written notice.

The Panel accepts that, while the Minister's intent of not providing a no reason notice for periodic tenancies is to strengthen tenant security and prevent misuse of notices, it also notes that no evidence gathered in its review demonstrates that no-reason notices are being systematically abused in Jersey.

A key finding of the Panel's review⁴, however, was that many tenants expressed concern that under the 2011 Law, it has been too easy for landlords to serve notice to end a tenancy. This has made tenants reluctant to raise issues for fear of fixed terms ending silently through non-renewals or being served three months' notice, without reason, during a periodic term.

Stakeholders such as Caritas raised valid concerns about "revenge evictions", but the Panel found no clear data or documented trend suggesting that such behaviour is widespread or unchecked under the current system. The Panel further acknowledges that due to there not being a widely recognised definition of what a "revenge eviction" means, it is therefore hard to collect data on.

While the Panel agrees with strengthening the current system to prevent landlords giving short, no-reason notices it questions the necessity of removing this option entirely. The Panel is also mindful of the Minister's reasoning that tenants' housing stability is best protected when adequate time is provided to find alternative accommodation. As the proposed Amendment Law now provides a list of reasons that give 7 days' to 6 months' notice for periodic contracts, the Panel felt that as the policy intent was about tenant security and landlord transparency, to help landlords gain back their property, then a no reason notice with a long lead in time was a balanced addition to the list.

⁴ See S.R.3/2025

The Panel therefore proposes this amendment to the Amendment Law to allow landlords to end a periodic tenancy without giving a reason, provided they give at least 12 months' written notice. The Panel's intent for this amendment is that this will provide a fair and transparent path for landlords to regain possession in non-urgent, personal, or long-term planning scenarios that do not fit neatly within Article 6F's list of grounds.

The Panel believes that this would support honest intentions to be actioned without landlords being forced to rely on inappropriate or stretched interpretations of statutory grounds, thereby preserving integrity and trust within the system.

Amendment B4 – “Not Allowed” grounds for notice – [Part 4]

The aim of this proposed amendment is to replace, in Article 6F(1), the term “not allowed” with “not applicable” in the columns (a) to (d) of the statutory table of grounds for notice. This is based on the Panel's finding that the use of the phrase “not allowed” in the statutory table of grounds for notice does not accurately reflect the intent of the legislation: these grounds are not applicable, rather than strictly prohibited, during the initial fixed term.

6F How landlord ends tenancy by notice, for certain reasons, during initial term or periodic tenancy

- (1) The landlord may end a residential tenancy for a certain reason during an initial term, or during a periodic tenancy, by giving the tenant written notice of at least the specified period, as follows –

Reason	Initial term	Periodic tenancy
(a) sale or change of use	Not allowed	3 or 6 months
(b) renovation	Not allowed	3 or 6 months
(c) use by landlord or family	Not allowed	3 or 6 months
(d) use by landlord's helper	Not allowed	3 or 6 months

The Panel also gave due consideration to Expert Advisor Recommendation 11 which proposed an amendment to the table in Article 6F(1) to reassign columns (a) to (d) from “Not Allowed” to “Not Applicable”. The Panel understands that this language does not accurately reflect the intent of the legislation. In practice, these grounds are not applicable during the initial fixed term because the nature of a fixed-term contract means that, without the inclusion of a break clause under Article 6D, such notice cannot be served until the fixed period ends.

To avoid confusion and in the interest of legal clarity, the Panel proposes this amendment to replace “not allowed” with “not applicable” in the relevant columns of Article 6F. This change makes it clear that the Amendment Law is not imposing a prohibition but rather reflecting the inapplicability of these grounds to initial fixed term contracts. This minor adjustment will ensure that the statutory table is unambiguous, accessible, and in keeping with the intent of the legislation. The Panel is content that, subject to this change, Article 6F provides a clear, workable, and proportionate framework for introducing statutory grounds for notice.

C. Illegality & nuisance

Amendment C1 – Serving notice for a “repeated or serious nuisance” – [Parts 5 & 9]

The aim of this amendment is to remove the requirement for a Police Officer or States employee's attendance for a landlord to serve notice for a “repeated or serious nuisance”. The Panel

proposes this amendment on the basis that the attendance of an officer is essentially procedural and does not materially strengthen or weaken the landlord's case without supporting evidence.

The Amendment Law introduces a much more detailed provision for a “tenant’s illegality or nuisance”, namely Article 6G(2)(n) meaning that the tenant –

- (i) has used, or caused or permitted the use of, the residential unit for illegal purposes; or
- (ii) has caused or permitted the following, to which a police officer or a States’ employee with a relevant enforcement or regulatory function has attended:
 - (A) a repeated or serious nuisance in the residential unit; or
 - (B) interference with the reasonable peace, comfort or privacy of a neighbour of the residential unit.

In addition, Article 24(1)(lf) enables Regulations to grant authorised officers powers of entry and investigation to determine whether an offence or civil penalty breach has occurred. While this power does not grant entry directly within the primary law, it allows the States to make Regulations that provide for:

- Entry into residential or business premises at reasonable times with reasonable notice;
- Entry under warrant issued on reasonable grounds;
- Accompaniment by other persons or equipment needed for the investigation.

Furthermore, the Panel notes that, under the Amendment Law, the validity of using nuisance as a ground for eviction hinges only on the *attendance* of an authorised officer at the property. However, the presence of an officer does not in itself establish that a nuisance has occurred, nor does it transfer the burden of proof from the landlord to the officer. The landlord remains responsible for providing the evidence to support the claim of nuisance as grounds for possession should the tenant dispute this.

The matter will ultimately be determined by the Petty Debts Courts, which will assess whether the evidence meets the required standard of proof. In this sense, the attendance of an officer is essentially procedural and does not materially strengthen or weaken the landlord’s case without supporting evidence.

However, the Panel does wish to flag that the requirement for officer attendance may serve as an extra safeguard against the misuse of this ground, however, it is satisfied that tenants are safeguarded against misuse through their ability to establish criminal sanctions and that it will ultimately be the Courts’ discretion in determining whether the landlord’s evidence is sufficient.

Given that Article 6G(2)(n) would be enforced by the Infrastructure and Environment Regulation Department, the Panel wrote to the Minister for the Environment in the first instance to gather his department’s views on the change of terminology. His response highlights that “Jersey lacks a comprehensive statutory framework for nuisance,” and the existing Statutory Nuisance (Jersey) Law 1999 is “limited in scope and does not encompass civil or private nuisance provisions.”⁵

When asked how the Department interprets the shift from a tenant’s nuisance constituting “a continued and repeated breach” to “a repeated or serious nuisance,” the Department explained that this change reflects a broadening and clarification of enforcement criteria. Whereas the previous standard required an ongoing pattern of misconduct before action could be taken, the new wording allows for intervention not only in cases of persistent low-level issues but also in response to single, significant incidents which may not have been actionable under the old language.⁶

⁵ [Letter - Minister for the Environment – 23rd May 2025](#)

⁶ [Letter - Minister for the Environment – 23rd May 2025](#)

In no uncertain terms, he states that the wording of a “repeated *or* serious nuisance” will enable action based on single, significant incidents, rather than requiring a pattern of behaviour. This will lower the evidentiary burden for landlords and officers, as they no longer need to prove a sustained or repeated breach - just that the nuisance was serious enough to justify intervention.”⁷

The Minister for the Environment also raised concerns about departmental capacity and resource within his response dated 23rd May 2025, noting that the Housing and Nuisance Team is already under significant pressure due to the ongoing renewal phase of the Rented Dwelling Licensing Scheme and existing staffing constraints, including a recruitment freeze and staff leave.⁸

However, during the Panel’s Second Public Hearing, the Head of Strategic Housing and Regeneration described these new enforcement powers as largely a continuation of “business as usual” for the Housing and Nuisance Team.⁹ In response to this apparent contradiction, the Panel’s Chair directly questioned whether the new powers under the Amendment Law truly represented an expansion of responsibilities or had been described as “business as usual” to the Strategic Housing and Regeneration. The Head of Strategic Housing and Regeneration responded:¹⁰

“That is how they have described that situation to me.”

The Panel wishes to highlight this inconsistency between the Minister for the Environment’s written concerns about the expansion of powers and departmental capacity, and the oral evidence given by the Strategic Housing and Regeneration Team.

The Panel also wrote to the States of Jersey Police (the “SoJP”) to ascertain their views on the matter. In their response, the SoJP are clear that they would not ordinarily expect to be involved in matters of “repeated or serious nuisance” under the new legislation unless the behaviour in question constitutes a criminal offence. In those circumstances, the Housing and Nuisance Team would remain the lead agency, and SoJP’s evidentiary role would be limited to disclosing information obtained during criminal investigations, rather than actively gathering evidence for tenancy proceedings. The Police therefore do not anticipate any change to this evidentiary role under the Amendment Law.¹¹

SoJP also emphasised that they do not have an operational definition of “nuisance” and do not foresee this changing if the Amendment Law is passed; this is because current procedures for noise complaints are handled under the public nuisance law.¹²

Of particular concern to the SoJP is the risk that, because the Housing and Nuisance Team does not provide 24/7 coverage, out-of-hours incidents could default to the Police, potentially increasing their operational workload. SoJP stressed that nuisance-related issues should not be a matter for the Police and warned against any legal wording that would place a primary responsibility on their officers to respond. They also highlighted that both the SoJP and Honorary Police object to provisions that would prioritise police attendance over that of other States employees, warning of the financial and operational burden this could create. This was echoed by the Comité des Connetables.¹³

Given the operational and resource pressures already highlighted by key stakeholders above¹⁴, the Panel’s view is that this procedural step is unlikely to provide any meaningful deterrent to improper use, while simultaneously placing unnecessary strain on already stretched public resources. As such, the Panel propose this amendment to the Amendment Law to remove the

⁷ Letter - Minister for the Environment – 23rd May 2025

⁸ Letter - Minister for the Environment – 23rd May 2025

⁹ Transcript - Public Hearing - Minister for Housing – 9th June 2025 - pg. 39

¹⁰ Transcript - Public Hearing - Minister for Housing – 9th June 2025 - pg. 39

¹¹ Letter - States of Jersey Police - 24th June 2025

¹² Letter - States of Jersey Police - 24th June 2025

¹³ Letter - Comité des Connétables - 20th May 2025

¹⁴ For further reading – see chapter 6 of the Panel’s report [S.R.3/2025]

requirement for a States or Police Officer's attendance for a landlord to serve notice for a "repeated or serious nuisance".

Furthermore, in response to Expert Advisor Recommendation 16 the Panel proposes to amend Article 6G(2)(n) to remove the requirement for a Police Officer or a State's employee's attendance for both a serious and a repeated nuisance given the finding that officers are not required to gather evidence upon attendance for the landlord to issue notice under this ground.

D. Penalties

Amendment D1 – Removal of criminal penalties from the primary legislation and place into secondary legislation – [Part 6]

The aim of this proposed amendment is to remove criminal penalties from the primary legislation and place into secondary legislation to enable additional time for consultation and better-informed decision-making to ensure the resulting penalty regime is proportionate, effectively targeted, and well understood prior to implementation.

Article 24(3)(ba) and (bb) of the Amendment Law pertain to Regulation powers to establish a new civil penalty regime, wherein future Regulations or amendments will specify offences which will carry a civil penalty. The maximum amount of a civil penalty will be £1,000. The specified breaches that will carry a civil penalty are unlisted and are to be determined through further Regulations or by amending the Amendment Law.

Article 7 of the Amendment Law introduces a criminal offence for a landlord knowingly or recklessly to give a false or misleading reason for ending a tenancy, punishable by up to a Level 3 fine (£10,000).

Furthermore, under Article 13Q of the Amendment Law any person who, without reasonable excuse, acts towards the Rent Tribunal in a manner amounting to contempt of court may face up to six months' imprisonment and/or a Level 3 fine.

However, in light of the Viscount's comments, the Panel remains concerned about the broad nature of the Regulation-making powers and urges the Minister to engage in thorough consultation with the Viscount when developing the new civil penalties regime. The Panel recognises that time will be required to develop a proportionate and workable enforcement model.

In the Panel's report [S.R.3/2025] the Panel has recommended that the Minister must consult with the Viscount on the development of the new civil penalties regime to ensure it has a workable enforcement model and that the offences and penalties are proportionate.

Importantly, developing the penalty system in its entirety in secondary legislation allows the Minister to establish a cohesive framework, ensuring alignment and consistency between civil and criminal offences, which will facilitate clearer enforcement and greater compliance overall. Moreover, this decision provides an opportunity for better informed decision-making, as additional time for consideration and consultation will ensure the resulting penalty regime is proportionate, effectively targeted, and well understood prior to implementation.

The Panel further recommends that the Minister for Housing must develop both the civil and criminal offences in a cohesive manner in secondary legislation.

The Panel appreciates that the Amendment Law's penalty framework aims to deter exploitative behaviour and ensure accountability, however, the Panel has significant concerns about its proportionality, clarity, and legal workability at this stage.

Stakeholder feedback highlighted confusion over the thresholds for criminal liability. Both the Expert Advisor and industry representatives warned this could lead to the criminalisation of otherwise compliant landlords based on vague or subjective standards. The JLA and Jersey Estate Agents' Association further questioned the need for criminal penalties, arguing that disputes over

termination grounds are more appropriately resolved through civil courts, as is the case in the UK.¹⁵¹⁶

In addition, the Viscount flagged that the proposed civil penalties regime was “unusual” and lacked sufficient clarity. Given the scale and novelty of this system, they were unable to advise how enforcement would work in practice.¹⁷

After considering all the evidence, the Panel accepts the need for a proportionate and enforceable penalties framework but believes this cannot be achieved through the current drafting and is not confident that a new criminal offence of this nature is ready for implementation without further definition and supporting mechanisms.

As a result, the Panel proposes this amendment that, if adopted by the Assembly, would remove criminal penalties from the primary legislation. Instead, it recommends that both civil and criminal penalties be developed cohesively through secondary legislation, where details of thresholds, safeguards, and enforcement powers can be properly defined, scrutinised, and consulted on.

Conclusion

The Panel proposes these amendments with the aim of strengthening the draft legislation so that it more closely delivers on the Minister for Housing’s policy intent, while ensuring clarity, fairness, and practicality in application. These proposals also seek to reduce the risk of unintended consequences, improve stakeholder understanding, and balance the need for stability and predictability in the rental sector with the realities of enforcement and market function.

Financial and staffing implications

There are no financial and staffing implications resulting from the proposed amendments.

Children’s Rights Impact Assessment

A Children’s Rights Impact Assessment (CRIA) has been prepared in relation to this proposition and is available to read on the States Assembly website.

¹⁵ [Letter - JLA - 16th May 2025](#)

¹⁶ [Letter - JEAA - 12th May 2025](#)

¹⁷ [Letter - Viscount’s Department – 26th June 2025](#)