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John Le Fondré
Les Vaux Housing Trust
BY EMAIL

30 May 2025

Dear John,

Draft Residential Tenancy (Jersey) Amendment Law 202-

Thank you for sharing the trust's detailed submission to the Scrutiny panel in respect of the above.

I have, with my officers, carefully considered the matters you have raised. Although I will not attempt to respond to every point here, I would like to share my thoughts on some of the key areas.

Definition of social housing

It has been suggested that the Draft Law would create new powers to change social housing eligibility without checks or balances. I do not agree.

It has been the case for years that all social housing providers are subject to the Minister for Housing's policy for social housing providers. The Law defining social rented housing through reference to social policy does not change this. The definition is for the purposes of the Residential Tenancy Law (i.e. providing a pathway that allows a social housing provider to be exempt from the Law's rent stabilisation measures) and is not prescriptive as to what constitutes social rented housing, leaving it – as it should be – open and flexible to the Minister's policy.

Eligibility

I note the issues raised in respect of significant changes to a person's circumstances, but I think they require further thought. I do not believe that the Residential Tenancy Law should be used for social policy purposes that have not yet been given proper policy consideration.

There are, of course, other avenues that could be explored that do not require a law change. For instance, a condition of a tenancy could stipulate that tenants must continue to meet social rented housing eligibility.

Nuisance

Similar to my comments above, I would note that nuisance behaviour is often captured in tenancy agreements. It could be that a social housing tenancy agreement is worded to contain a provision(s) in such a way that all reasonable circumstances envisaged by the trust could be captured as things that would constitute a serious breach of their agreement. Therefore, if a tenant acts in a nuisance manner and the landlord asks them to stop but the tenant repeats the behaviour, this could be considered a serious breach of tenancy agreement under other reasons for notice that offer 1 months' notice. The requirement

under Article 6G(2)(g)(ii) for the landlord to give written notice for the tenant to correct the breach (within 7 days or a more appropriate grace period) also acts as a means for the landlord to pre-warn a tenant exhibiting low-level nuisance behaviour that this is considered a breach of the tenancy agreement and if they do not correct this behaviour, they may be given notice.

The trust's submissions are right that giving notice under Article 6F(1)(n) sets a high bar, but that is because it corresponds with just 7 days' notice. Less severe nuisance issues should therefore be captured by serious breach of tenancy agreement (Article 6F(1)(g), as set out above.

Equally, in terms of ending the tenancy for matters such as criminal behaviour, there is need for a balance to be struck between a tenant's security of tenure, and the rights of other tenants. Eviction should always be a last resort, and I would hope, whatever the issue, that early engagement with agencies should prevent the need to end the tenancy or to enable other agencies to manage that tenant to alternative accommodation.

Reasons for notice

I would challenge the term 'forever lease' because a periodic tenancy is not forever – there are several specific reasons for notice for reclaiming a property. In light of the comprehensive and clear pathway for landlords to regain possession of their asset, I am confident that my proposals are sufficient to mitigate any problems.

Court eviction

As per the existing Residential Tenancy Law, the Court retains discretion to order eviction. But under Article 11(3), there are specific circumstances (which are listed) where the Court **MUST** order an eviction (although they then may choose to stay the eviction). The Court would need to explain its reasoning if it decided against a landlord even if an agreement had ended lawfully and the tenant was refusing to give back vacant possession. Everything is appealable to the Royal Court.

Legal definition

I would point out that there are other laws which list the social housing providers. The Income Support Law, for instance, lists Les Vaux Housing Trust as a social housing provider for the purpose of Income Support rental payments.

Deposits

Although there is no proposed amendment to the Rental Deposit scheme in the Draft Law, it might be helpful for me to clarify that there is no longer an administration fee. As such, tenants do not have to pay to protect their deposits. Additionally, it is possible under the existing scheme rules for a landlord to request a transfer from one tenancy to another by notifying MyDeposits Jersey in writing, including the outgoing and incoming member numbers.

In summary, I believe that a lot of the matters raised in your submission either require further thought as separate policy considerations or are not immediately relevant to the Draft Amendment Law.

Minister for Housing



I would welcome your continued engagement, both with my team and your members, in ensuring a factual and accurate communication of the Amendment Law.

Yours sincerely,

A handwritten signature in grey ink, appearing to read "Sam Mézec".

Deputy Sam Mézec
Minister for Housing
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