
STATES OF JERSEY



DRAFT RESIDENTIAL TENANCY (JERSEY) AMENDMENT LAW 202- REVIEW (S.R.3/2025): RESPONSE OF THE MINISTER FOR HOUSING

**Presented to the States on 2nd October 2025
by the Minister for Housing**

STATES GREFFE

**DRAFT RESIDENTIAL TENANCY (JERSEY) AMENDMENT LAW 202-
REVIEW(S.R.3/2025): RESPONSE OF THE MINISTER FOR HOUSING**

Ministerial Response to:	S.R.3/2025
Ministerial Response required by:	7th October 2025
Review title:	Draft Residential Tenancy (Jersey) Amendment Law 202- Review
Scrutiny Panel:	Environment, Housing and Infrastructure Scrutiny Panel

INTRODUCTION

In setting out my [initial response](#) I explained that it was important for me to share my views on the findings and recommendations of the Environment Housing and Infrastructure Scrutiny Panel's (EHI Panel) review ahead of the debate on the Draft Amendment Law.

Now that the debate has concluded, I am pleased to update my response to reflect the amendments to the Law that have been adopted.

FINDINGS

	Findings	Comments
1	The Minister aims to introduce Jersey's first statutory rent stabilisation measures as a response to rising housing costs.	Accepted, but important to also note the extant Dwelling-Houses (Rent Control) (Jersey) Law 1946 and the associated Standard Tenancy Agreement Regulations (1993) , which was first to introduce a Rent Control Tribunal for Jersey and established annual rent increases at RPI as the norm. The intention is to modernise and ensure the effectiveness of rent controls in Jersey, so that increases to tenants are predictable and fair, and that tenants have a suitable route to appeal a rent increase should it be above the proposed standard increase limits.
2	The Expert Advisor noted that "once per year rent increases are uncontroversial and widely accepted".	Accepted and agreed.
3	Tenants raised concerns about the current practise of rent increases,	Accepted and agreed.

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	including the lack of justification and transparency, the frequency and unpredictability of rent rises, and the resulting financial strain and housing insecurity.	
4	Stakeholders supported limiting rent increases to once per year, with the Jersey Estate Agents Association confirming this as best practice under the current residential tenancy law.	Accepted and agreed.
5	The Panel received a substantial volume of evidence opposing the proposed rent increase limit of 5% or RPI, whichever is lower. Key concerns included the strength of the evidence base supporting the policy, potential negative impacts on the rental market and housing supply, and the risk of unintended consequences such as reduced market investment or declining property standards.	This concern has been noted, but it is contended that the permissible exceptions for higher rent increases considerably mitigate this risk. Specifically, raising rents above the limit is allowed to ensure parity with market value or to reflect improvements made to the property. It is also noted that the Minister supported P.24/2025. Amd.(3), which removed the 5% cap on RPI, which was adopted by the States Assembly. This should considerably allay some of the concerns raised about the rent increase limit.
6	The Panel noted that the Minister's evidential basis for introducing statutory rent stabilisation measures were drawn from the Improving Residential Tenancies in Jersey: Residential Tenancy Law Reform Proposals Findings Report and also drawn from the Housing Policy Development Board's Final Report, anecdotal reports, general concerns about affordability, data showing that rents have risen faster than earnings in recent years, and references to policies in other jurisdictions. The Minister also described the consultation feedback on the Amendment Law itself as "overwhelmingly positive".	Accepted and agreed.
7	The mechanism of the rent increase limit and the percentage figure was developed through engagement with the Government of Jersey's Economics Unit. The Rent Stabilisation Paper shows a qualitative assessment of proposed options based on existing	Accepted and agreed.

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	analysis, historic RPI data, and existing rental practices.	
8	No economic impact assessment was carried out on the rent increase limit. The Economics Unit confirmed that due to a lack of rental data, it was also not possible to model or quantify the likely effects on Jersey's rental market.	Accepted and agreed. The evaluation of different rent increase metrics did, however, make an assessment based on historic data and model scenarios. A paper to summarise this approach was shared and published as part of the Scrutiny review process, available here: RTL-Economic-Rationale-for-Rent-Cap-Rationale-Paper.pdf .
9	The Minister is reasonably confident that any potential negative or unintended consequences of the rent stabilisation measures are offset by the increasing housing supply.	Accepted and agreed. There is significant new social housing supply currently in delivery which is leading to a continued increase in eligibility for social housing. This will lead to some tenure redistribution between the private and social rental markets in Jersey, reducing pressure on the private market.
10	Landlords need not apply to the Rent Tribunal to apply rent increases: either in line with the 5% or RPI figure or in applying an exemption to this. It is for tenants to challenge an increase they believe breaches the statutory limit or relies on an invalid or unjustified exemption. This maintains the Minister's intended aim of rent stabilisation being a "passive" mechanism.	Accepted and agreed.
11	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%.	Accepted and agreed. It is worth noting that the adoption of P.24/2025. Amd.(3) removed this specific flexibility. However, it is assessed the Law still contains the vires for Regulations to introduce a different rent increase limit (e.g., a percentage cap on RPI) that would offer enhanced protection for tenants during periods of high inflation or other specific circumstances.
12	Article 7D permits above-cap increases only where the landlord has made tenant-benefiting improvements, or the current rent is significantly below market rent. Article 7E gives tenants 10 weeks (two months and two weeks) to challenge a proposed rent increase on two grounds only: breach of the law or lack of justification under an Article 7D exception.	Article 7E(1) allows the Rent Tribunal to make decisions on whether a proposed increase in the rent payable under a residential tenancy complies with the law only. This includes whether an increase above the statutory limit is justified under an Article 7D exception. Article 13H allows the Rent Tribunal exclusive original jurisdiction over a matter that it may decide under Article 7E or Article 7D(4). Article 7D(4) refers to the regulation-making power that, if enabled, would

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		require landlords to go to the Rent Tribunal to apply an exception to the rent increase limit.
13	The Amendment Law does not create a standalone criminal offence for imposing an unlawful rent increase; instead, enforcement relies on the Rent Tribunal's remedial powers. However, penalties could be created under the forthcoming civil penalty regime.	Accepted and agreed. Whilst there is no criminal offence for imposing an unlawful rent increase, following a judgment made by a Rent Tribunal, parties to whom a civil debt is owed may pursue this civil claim at the Petty Debts Court, as would be the case with all other civil claims in the usual way.
14	On the "significantly below market rent" exception to the rent-increase limit (Article 7D), parties are likely to rely on advertised rents as proxies for "market rent" both in applying and challenging exceptions.	Accepted and agreed. This is, however, until such time as data on rent is collected and published, consistent with the intentions of new Article 7G.
15	The raw data collected as part of the Rents Charged Data scheme will not be shared with the Rent Tribunal for the resolution of rent increase disputes; instead, only aggregated and anonymised statistics will be published to inform a general understanding of the market.	This is accepted based on the Minister's initial position, however, nothing in the Law prevents this information from being shared directly. The conclusion as to whether raw data should be shared directly with the Tribunal will not be formally reached until further work to design the rent data collection and reporting process has been concluded. This work is intended as a second phase of policy development, after the primary legislation has been approved.
16	Based on the evidence available, there is no justification at this time to recommend changing the 5% or RPI limit.	After careful consideration, the Minister accepted P.24/2025. Amd.(3), which was approved by the States Assembly and removed the 5% cap on RPI. However, it is noted that RPI is forecast to remain below 5% for the foreseeable future, and the Minister believes the law retains a regulation-making power to allow the introduction of a different rent increase limit (e.g., a percentage cap on RPI). This would offer enhanced protection for tenants during periods of high inflation or other specific circumstances. The Minister anticipates that this amendment will appeal to industry representatives, some of whom had expressed concern at the percentage cap on RPI. The Minister also notes that any rent increase "limit" is really a threshold at which increases that exceed this amount become subject to the Rent Tribunal.
17	There are evidential and practical uncertainties in applying the exceptions to the rent increase limit,	The Rent Tribunal composition will include suitably qualified housing professionals and will require the Chair and Deputy Chair to be legally

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	especially how “market rent” will be assessed under Article 7D without the Rent Tribunal having access to raw rents-charged data. This increases the risk of inconsistent outcomes as confirmed by the Expert Advisor	qualified. The States Assembly will be required to approve the membership of the Tribunal. As per the response to Key Finding 15, it is important to be clear that whilst the current view is that it would not be appropriate to share raw rent data – primarily due to the risk of neighbouring rents not actually reflecting a market rent - nothing in the Law prevents this information from being shared directly. The conclusion as to whether raw data should be shared directly with the Tribunal will not be formally reached until further work on the design of rent data collection and reporting processes has been concluded. This work is intended as a second phase of policy development, after the primary legislation has been approved. In the intervening period, due to the qualifications, experience and existing availability of advertised rental market data, the Rent Tribunal will be able to make a competent judgement on market rent valuations. Importantly, this will be supported by the information provided by the parties to the appeal.
18	The first data collection point under the new Rents Charged Data scheme will be in 2026 with a subsequent collection in 2028.	The intention was to pursue a streamlined process that would enable rents data to be collected at the same time as rented dwelling licence renewals. Hence, it is agreed that this would mean it would take time for the rents data to become available. However, the final decision as to how and when rents data will be collected has not been reached, which will be concluded in the next stage of policy development for secondary legislation provisions, after the adoption of the primary law amendment.
19	The operational details of the Rents Charged Data Scheme, including how data will be shared with the Rent Tribunal, are still under development and will require ongoing scrutiny.	Accepted and agreed.
20	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,	Accepted and agreed. This is not unusual – the Employment and Discrimination Tribunal, for instance, deals with issues such as submitting claims, details of hearings, delivery of documents and judgements.

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	and pay, with a mandatory consultation with the Judicial Greffier on any Orders affecting core Tribunal functions.	The Minister accepted Amendments A2 and A3 of P.24/2025. Amd.(4) , which converted the order-making powers dealing with the Rent Tribunal's membership and its function as a 'passive' body into regulation-making powers. These amendments were adopted.
21	The Review's evidence suggests broad, albeit weak support for the establishment of a Rent Tribunal.	Broadly accepted. It is noted that responses to the tenants' survey were primarily cautious of fees incurred from accessing the Tribunal. There will be no fee to access the Tribunal, and a focus is being placed on ensuring that administrative procedures are simple and easy to access. Tenants should also take assurance that through the proposed changes to tenancy types, they should no longer fear a revenge eviction if they decide to appeal a rent increase with the Tribunal.
22	The Judicial Greffier supports confining the Rent Tribunal to rent-increase appeals but cautions that existing budget and staffing limits could quickly overwhelm the service. The projected caseload of three cases per month is speculative, with the Minister acknowledging it is only an estimate.	Accepted and agreed. A close relationship will be maintained with the Tribunal Service to ensure that caseloads are monitored. It is important to also be clear that it is intentional that the transitional provisions of the proposed amendment Law mean that not all tenancy holders will be able to appeal to the Tribunal, until their Tenancy has transferred to the new provisions. A key aim of the transitional provisions is to ensure that the Tribunal is not overwhelmed. Furthermore, the removal of the 5% cap on RPI could result in less cases being referred to the Tribunal in the long term (as in inflation is forecast to remain below 5% for the foreseeable future).
23	The Tribunal's application process will be designed to filter out out-of-scope claims at the intake stage, ensuring that only cases with a legitimate legal basis proceed to a full hearing. However, the Tribunal's application forms, and detailed procedures are still to be developed and will require careful design to achieve this objective.	Accepted and agreed. The Tribunal Service is highly capable and will ensure adequate administrative processes and forms exist, and this will be supported by the Minister's officers.
24	The Expert Advisor notes that the Rent Tribunal's establishment relies heavily	The core elements of the Tribunal and its membership / establishment is set out in the

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	on secondary legislation, including Ministerial Orders, at this point, that creates uncertainty and limits effective scrutiny.	proposed Draft Amendment Law. The procedural order – which is to follow – will set out details on the procedure. As set out in the response to Key Finding 20, this approach is not unusual.
25	The Minister introduces a default periodic tenancy system, with an optional initial fixed term of up to three years, for the purposes of improving security of tenure.	Accepted and agreed.
26	There is insufficient evidence, particularly in light of the responses to the Tenants' Survey, to show that making periodic tenancies the norm, in and of itself, will provide tenants with greater security of tenure compared to the previous system.	As with any change, it is natural for there to be a degree of uncertainty. It is however the case that the provisions have been intentionally designed to provide greater security of tenure, by introducing clear reasons to end a tenancy, with longer notice periods in appropriate circumstances, and by mitigating the risk of no-fault or “revenge” evictions.
27	Tenant-focused organisations, including Caritas and Andium Homes, supported the move to making periodic tenancies the default, stating this would increase stability for tenants and reduce administrative work for landlords.	Accepted and agreed.
28	Landlord and legal sector representatives raised concerns that limiting or abolishing fixed-term tenancies could create greater uncertainty for both parties, increase tenant turnover, and have negative, unintended impacts on the rental market	It is contended that the provisions are designed to do the opposite of these claims. It is also important to highlight that the Panel's evidence includes other opinions from the legal sector, such as Citizens Advice who spoke favourably the proposed reforms, and also those tenant-focused bodies highlighted by Key Finding 28.
29	The Expert Advisor stresses that, while the Amendment Law indisputably ends chained fixed-term renewals, it contains no active mechanism to make periodic tenancies the prevailing choice.	Accepted and agreed.
30	The automatic conversion of an initial fixed-term tenancy into a periodic tenancy under Article 6(2) may not be well understood by landlords or tenants, and that the associated procedural implications risk creating	Guidance will be provided to mitigate this. There is also additional flexibility provided under Article 6C, so that if a landlord or tenant misses their respective 3 / 1 months' notice to give at the end of the fixed term, they can still give notice before the term ends, in which case the fixed term will extend until the appropriate notice has

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	confusion or unintended legal consequences.	been served. This will safeguard against “accidental” periodic tenancies being created due to a delay in serving notice.
31	Article 6(3) prohibits consecutive fixed terms and caps initial fixed terms at three years. In light of seasonal-worker evidence, the Minister’s amendment (P.24/2025.Amd.(2)) will allow a new initial fixed term where the tenant has vacated for a significant period or the dwelling was let to another in the interim. This addresses a real operational gap and is supported by the Panel.	Accepted and agreed. The Minister’s amendment was adopted.
32	The Amendment Law introduces a statutory framework that requires notice periods for initial fixed-term tenancies, sets out defined grounds for landlords to end all tenancies and standardises notice periods.	Accepted and agreed.
33	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.	Accepted and agreed.
34	Stakeholder evidence shows broad support for codifying notice routes and timeframes across both tenancy types, formalising existing good practice and, in defined circumstances, enabling clear shorter grounds-based notices, replacing the old practise of silent non-renewals.	Accepted and agreed.
35	Mid-term termination of fixed-term tenancies under the 2011 Law depended entirely on the inclusion of a contractual break clause. The Amendment Law introduces statutory notice periods of one month for tenants and three months for landlords for any	Accepted and agreed. As clarified by the Minister’s amendment (P.24/2025. Amd.(2)), which was adopted, the tenancy agreement must also state the requirements that either party must meet if ending a tenancy early.

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	such termination during the initial fixed term.	
36	The continued allowance of one-sided break clauses, even after the Minister's amendment to Article 6D(b), risks undermining the statutory protections intended by the Amendment Law.	The Draft Amendment Law as amended by P.24/2025. Amd.(2), which was adopted, makes the situation regarding ending a tenancy early very clear. It reflects normal contractual bargaining between parties, with landlords free to set early break requirements, and tenants free to negotiate and/or decide whether the requirements are acceptable and, if so, enter an agreement in full knowledge of the implications. Should the Court be called upon to consider a dispute, the provisions as amended by my amendment simply require the Court to make a binary determination as to whether the early break requirements have been met, which is a question of fact.
37	Only tenants retain the right to end a periodic tenancy without giving a reason; landlords must instead rely on one of the defined statutory grounds in Article 6F.	Further to the adoption of Amendment B3 of P.24/2025. Amd.(4), this is no longer the case. Landlords can end a periodic tenancy without giving a reason if they give a tenant a minimum of 12 months' notice. It is however important to note that a tenancy may also be ended by mutual agreement under Article 20.
38	The introduction of a statutory list of grounds for notice is considered a wholly necessary reform, broadly supported by tenants and stakeholders including Caritas and the JEAA, recognising it brings greater clarity, predictability, and fairness. However, whilst the Jersey Landlords' Association acknowledged the need for a clear statutory list of grounds for notice, they did not endorse the changes proposed by the Minister for Housing under Articles 6F and 6G and called for these grounds to be widened.	Accepted.
39	The statutory list of grounds for notice under Article 6F are based on both international models and local feedback.	Accepted and agreed.
40	The introduction of mandatory grounds for possession was developed in conjunction with landlord representatives.	Accepted and agreed.

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41	Tenants must initiate court proceedings to challenge a false or misleading notice, placing responsibility for correcting landlords' non-compliance on them.	The adoption of the EHI Panel's Amendment D1 ("Removal of criminal penalties from the primary legislation") of P.24/2025. Amd.(4), means it is not possible for a tenant to initiate court proceedings should a landlord issue false or misleading reasons for notice. The Minister is committed to addressing this issue in due course.
42	While the Amendment Law introduces new safeguards against false or misleading notices, there is no requirement for landlords to provide evidence upfront.	As per key finding 41 above, the key safeguard against false or misleading notice has been removed from the Law.
43	While tenants broadly supported the introduction of defined notice periods and grounds for notice, many expressed serious concerns about the 7-day notice periods, particularly for vulnerable groups, warning that such short timeframes for securing alternative housing are unrealistic and risk causing distress or homelessness.	It is accepted that this may be an area of concern to tenants, but the proposals are intentional to ensure there are appropriate provisions for landlords to deal with problematic tenancies. As per Key Finding 44, it is agreed that these notice periods are intended for only the most exceptional and time-sensitive circumstances. Eviction proceedings and the role of the Petty Debts Court to consider a stay also provides an important safety net for a tenant in such circumstances.
44	The 7-day notice periods are intended for only the most exceptional and time-sensitive circumstances. However, the Panel is concerned about the limitations of this timeframe in cases involving employment-linked housing, where tenants may face a simultaneous loss of job and accommodation.	The timeframes for loss of job and accommodation are not simultaneous in the case of employment-linked housing, whereby the seven days' notice does not begin until after the employment has ended. The notice to end employment will have been served in accordance with the relevant contractual and legal requirements. For example, if the employment notice requirement is three months, it would be three months plus seven days before the tenancy would end.
45	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.	Whilst "not allowed" was considered to be more effective and to accurately reflect the intent of the legislation, the Minister felt able to support "not applicable", which was subsequently adopted, as it will not create a significant problem for understanding Article 6F(1)(a) to (d) of the law.
46	The notice periods for ending tenancies listed in Articles 6C(1), 6D(a), 6E and 6F are legal minimums: once written notice is given and the time period has passed, the tenancy is	Accepted and agreed.

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	terminated. Any contract trying to override these rules has no legal effect under Article 21 of the Amendment Law, which is unchanged from the 2011 Law.	
47	Article 6G(2)(g) lacks a clear, objective test for what constitutes a “serious breach” of tenancy, creating a risk of inconsistent and subjective interpretation: a concern reflected in the evidence from all stakeholders. Without further statutory criteria or published guidance, tenants may be exposed to premature or unfair notices being served, while landlords are left uncertain as to whether breaches beyond serious rent arrears will be considered sufficiently serious.	Accepted and agreed. Legislation must not be overly prescriptive. Guidance will be published to mitigate the risks set out in this finding.
48	As confirmed by the Minister for the Environment, Article 6G(2)(n) lowers the threshold for enforcement from the 2011 Law by allowing landlords to act on either a repeated or a serious nuisance. This enables intervention based on a single significant incident rather than requiring a sustained pattern of behaviour	It is noted that EHI Panel’s Amendment C1 in P.24/2025. Amd.(4) - “<i>Serving notice for a repeated or serious nuisance</i>” - was adopted by the States Assembly, and the Minister’s own amendment (P.25/2025. Amd.(5), which also dealt with Article 6G(2)(n), was not adopted. However, it is still worth clarifying with regard to Article 6G(2)(n), as it was originally constructed, that this key finding relates to communication between the Minister for Environment and the EHI Panel which did not accurately represent the provisions of the law. To explain, in its report (page 82), the EHI Panel refers to the tenant’s nuisance constituting a “continued or repeated breach” under the RTL 2011, noting that this shifts to a “repeated or serious nuisance” under P.24/2025. The Panel assessed this as lowering the enforcement threshold. However, the “continued and repeated breach” refers to a matter that the court may consider when deciding on a stay of eviction under Article 15(1)(c) of the RTL 2011. Under the RTL 2011, if a tenant’s nuisance behaviour would likely be dealt with under Article 12 (as a breach of agreement), which allows the Court to order the termination of an agreement and eviction of the tenant if satisfied of matters in Article 12(a) to (c) (landlord’s requirement to

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		give written notice to tenant to correct a breach) and that the breach is sufficiently serious to warrant termination and eviction. Therefore “intervention based on a single significant incident” is possible under both the RTL 2011 and P.24/2025, so the threshold for enforcement would not have been lowered in this respect.
49	The “repeated or serious nuisance” ground for notice lacks a statutory definition, with concerns raised by tenants, landlords and organisations alike on its ambiguity.	Accepted that this lacks a statutory definition. The “repeated or serious nuisance” ground is intended to be given its ordinary meaning, as is still the case with the adoption of Amendment C1 (P.24/2025. Amd.(4)), as referenced in Key Finding 48 above.
50	There is an inconsistency between the Minister for the Environment’s written concerns about the Housing and Nuisance Team’s capacity to take on expanded enforcement powers and the Housing Department’s oral evidence that the Amendment Law’s powers represent “business as usual.”	An amendment was presented to address the specific concern about the requirement for officer attendance to evidence nuisance tenant behaviour associated with Article 6G(2)(n)(ii), as set out in P.24/2025. Amd.(5). The amendment removed the requirement for police officer or states employee attendance. The EHI Panel’s Amendment C1 (P.24/2025. Amd.(4)) also removed the requirement for police officer or states employee attendance and was ultimately adopted by the States Assembly. In relation to the inconsistency of view highlighted by the Panel, it is important to be clear that the concern in relation to Article 6G(2)(n)(ii), as it was, became amplified through the scrutiny process, not before. The officer comments made in relation to “business as usual” relate to a different provision of the law, being the proposed extension of powers of entry and investigation via Regulation making powers at new Article 24(1)(lg). It is still maintained that communications at the officer level have been consistent that this will support business as usual and provide the legal <i>vires</i> to complete work that the Housing and Nuisance team already undertake. It is also important to clarify that this provision in the Law was only included in specific response to a request of the Regulation Directorate.

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		The regulation making powers in this respect will only be pursued with the support and confirmation of readiness of the Regulation Directorate, when such time may come.
51	The attendance of a police officer or authorised States employee is not for the purpose of collecting evidence but is a procedural prerequisite that allows the landlord to use the “repeated or serious nuisance” ground for notice. This requirement has been widely criticised by the Minister for the Environment, the States of Jersey Police, the JLA, and Les Vaux Housing Trust, as impractical and ill-defined. Stakeholders argue it risks misdirecting public resources and could result in under-enforcement of persistent lower-level nuisances in the absence of clearer thresholds and guidance	Accepted and has been dealt with in the adoption of Amendment C1 of P.24/2025. Amd.(4).
52	There is overlap between the grounds for notice of “serious breach” and a “repeated or serious nuisance”. In practice, landlords may rely on breach provisions to address nuisance behaviour due to the lower evidentiary threshold and longer notice period.	Accepted that there would have been an overlap, with landlords able to use the shortest notice period if the requirements for that notice were satisfied, as per Article 6A(1) of the Amendment Law. Although the EHI Panel’s Amendment C1 of P.24/2025. Amd.(4) has since been adopted, which lowers the threshold for this reason for notice applying, overlap between these two provisions likely remains, given nuisance behaviour is commonly a breach of tenancy agreement. As mentioned above, the overlap is not an issue, with the law clearly allowing the shorter notice to apply.
53	In practice, the Petty Debts Court will determine what constitutes a serious breach under the Amendment Law.	Agreed. The Petty Debts Court would make this determination in circumstances where a notice reason is disputed or if considering an eviction order / stay of eviction.
54	The majority of tenants are not aware of their rights in relation to evictions under the 2011 Law and have a limited understanding of the new protections proposed in the Amendment Law. Tenants’ Survey responses also	Accepted and agreed.

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	showed confusion among tenants about the distinction between a landlord ending a tenancy agreement and being formally evicted through a Court Order.	
55	The Amendment Law does not change the existing framework for stays of eviction under Article 14 of the 2011 Law. However, evidence from the Magistrate's Court highlights practical concerns about an overlap where rent arrears proceedings or other actions for breach of contract are brought before the Petty Debts Court, while unresolved Rent Tribunal claims about challenges to rent increases are still pending. The Minister considers the risk as minimal; however, the regime's effectiveness will depend on the timely resolution of Tribunal claims and clear coordination between the Tribunal and the Courts.	Accepted. However, Article 7F helps to ensure that any underpayment following a decision of the Rent Tribunal would likely be small.
56	The revocation of a landlord's rented dwelling licence under the Public Health and Safety (Rented Dwellings) (Licensing) Regulations would not automatically be captured under Article 9(1) of the Amendment Law as there could be other reasons why a licence was withdrawn or not re-issued.	Accepted and agreed.
57	The Minister's stated aim to prohibit inappropriate fees and charges as set out in his The Way Forward Statement, has not been delivered through the Amendment Law. Instead, the proposals adopt a disclosure-based model focused on transparency, rather than regulation or enforcement.	The Law will have a positive impact to reduce inappropriate, unfair or surprise fees and charges by mandating clarity of fees in the tenancy contract, which can be negotiated. It was decided during policy development that a framework that is overly prescriptive on permissible fees and/or charge rates would require extensive design and evaluation, and which may ultimately lead to a difficult or unworkable position, with un-quantifiable consequences.
58	While improvements in transparency regarding fees and charges have been welcomed by stakeholders, the absence	As the Law will require this transparency in a tenancy agreement, a tenant will be able to challenge or negotiate the fees and charges being proposed by a landlord.

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	of statutory controls, oversight mechanisms, and dispute resolution processes mean that tenants may still be exposed to excessive or unfair charges.	It is accepted that additional guidance and support to empower tenants to enter such a negotiation with a prospective landlord would be beneficial. If a tenant is charged a fee not set out in the tenancy agreement, they can make an application to the Petty Debts Court, where it would be treated as a civil matter.
59	The Amendment Law allows for both parties to decide what fees and charges should be listed within a tenancy agreement as long as they do not contravene Item 4, Schedule 2. It is in the best interests of tenants and landlords to list all fees and charges payable within the tenancy agreement with as much detail as possible during negotiation.	Accepted and agreed.
60	The Amendment Law will introduce a new two-tier penalties regime, with civil offences to be created through secondary legislation which the Viscount considers as “unusual”. The Law creates a new criminal offence for a landlord to knowingly or recklessly give a false or misleading reason for ending a tenancy. Stakeholders raised concerns about lack of clarity and proportionality.	The Draft Amendment Law does not introduce “a new two-tier penalties regime” as the proposals are limited to introducing new criminal offences and penalties within the primary legislation, consistent with the approach in the existing Law. The law contains a Regulation-making power for civil penalties, intended to futureproof the law by allowing more flexibility for how misconduct in residential tenancy matters might be dealt with. No civil penalties are currently under active consideration and were any to be brought forward they would, as regulations, need to be debated and approved within the States Assembly. During the states debate on the adoption of the Law the Attorney General (AG) was clear that the criminal offence of knowingly or recklessly giving false or misleading information for ending a tenancy (under Article 6 grounds for notice), is a standard offence expressed in Jersey legislation to deal with malicious conduct. The AG was also clear that a penalty of a fine on level 3 on the standard scale was not disproportionate for this offence.

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		The Minister's response to the EHI Panel's Amendment D1, together with the Attorney General's comments during the debate, provided reassurance that well-meaning landlords who had not intentionally served invalid notice would not be prosecuted. However, the Minister decided to accept Amendment D1 in the interests of reaching consensus to ensure the Law was passed. But it is now the case that the law, as adopted, contains several criminal offences in primary legislation (both existing and new), including the long-established offence of a landlord failing to provide certain documents (that comes with a level 3 fine on the standard scale), which has seemingly presented landlords in Jersey with few difficulties. The principal benefit of applying a criminal offence is the deterrent factor, with an established route to sanction, thereby ensuring the law can be enforced. However, the law as adopted has been stripped of this important means of regulating the Article 6F grounds for notice. The Minister intends to re-engage constructively with the EHI Panel to propose a way forward for ensuring there is adequate protection in the law for the operation of the Article 6 grounds.
61	Non-self-contained lodging houses lie outside the scope of the Draft Amendment Law. While the Minister has stated that their regulation will be considered at a later time due to its complexity, the Panel notes stakeholder concern regarding the lack of current protections and the inconsistency in how "self-contained" units are assessed in practice.	Accepted and agreed.
62	Fixed-term leases will remain under the 2011 Law until expiry, or the parties may agree a new fixed-term agreement that complies with the updated provisions, while all ongoing periodic agreements will automatically	Broadly accepted. It is noted that pre-existing fixed term tenancies cannot be varied or renewed (and remain in scope of the RTL 2011) once the Draft Amendment Law comes into force. Instead, parties may enter a new (initial fixed term or periodic) agreement under the Draft Amendment Law, or if the pre-existing fixed

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	fall under the new law regardless of whether the tenancy agreement is updated.	term ends and the tenant continues to occupy the residential unit on the basis of a recurrent period, the existing tenancy becomes a periodic tenancy under the Draft Amendment Law. For the avoidance of doubt, it is not a variation to carry out a rent review under the existing fixed term's agreement.
63	The Rent Tribunal cannot be appointed until the Amendment Law is enacted. However, the Minister has confirmed that preparatory work is underway to minimise any delay to operational readiness.	Accepted and agreed.
64	The Minister for Housing will adopt a phased approach to the commencement of the Amendment Law.	Accepted and agreed.
65	The Amendment Law has been misinterpreted by all stakeholder groups in different ways. This has warranted the Minister to publish letters in response to the misinformation found within written responses.	Accepted and agreed. To support understanding and minimise risk of misrepresentation, the Minister also published a Guide to his proposed changes.
66	The Amendment Law as drafted, is not only difficult for a layperson to interpret, but is almost impossible for many people to engage with in a meaningful way. Its drafting style, use of legal terminology, and frequent reliance on cross-referenced Articles mean that only those with legal expertise can navigate the Law with confidence.	It is agreed that the presentation of the Draft Amendment Law – whilst in a standard format – made it difficult to follow. The format of propositions is however outside of the Minister's control. In relation to how the Law will read as amended and adopted, every effort has been made to support readability, across what is inherently complex contractual legislation. Cross-referencing articles has been minimised wherever possible. A Guide to the proposed changes was published in a question and answer format to aid understanding of the Law.

RECOMMENDATIONS

	Recommendations	To	Accept/ Reject	Comments	Target date of action/ completion
1	The Minister must review and report the effectiveness and implementation of the rent increase limit mechanism to the States Assembly within two years of commencement and every two years thereafter.	MH	Partially accept	The importance of monitoring the effectiveness and implementation of the rent increase limit is not in dispute. However, Article 13K of the Amendment Law already establishes a requirement for the preparation of an annual report to summarise the activities of the Rent Tribunal; to summarise the outcome of the Tribunal's decisions; and, for this report to be presented to the States Assembly. The Tribunal's report should be sufficient to highlight any remarkable patterns of challenges in implementing the rent increase limits. It is not considered that an additional report provided every two years is justified, although the Minister commits to ensure that upon sharing the Tribunal's report with the Assembly, should there be any other remarkable observations (beyond the remit of the Tribunal), that the Minister will report on these at the same time.	Q2 2027
2	The Panel recommends that further user-facing guidance is published prior to commencement on the exceptions to the rent increase limit. This guidance must be clear and accessible for tenants, landlords, and market participants.	MH	Partially accept	It is the intention that guidance is made available to tenants and landlords to support the transition to the new Law. The Tribunal Service does offer guidance around the application process for its pre-existing tribunals, and it is anticipated that this sort of guidance will be made available as soon as the Rent Tribunal becomes operational. It would however be impractical to suggest that this will be provided at its most comprehensive level of detail prior to commencement of the Law and hence important to manage expectations that the breadth and depth of guidance will	Q2 2026

	Recommendations	To	Accept/ Reject	Comments	Target date of action/ completion
				iterate and be refined based on evidence of need.	
3	The Minister must prioritise the collection and publication of reliable rent data for use by the Rent Tribunal and all stakeholders as a matter of urgency as soon as it becomes available.	MH	Accept	The importance of this data is recognised. Work is intended as a second phase of policy development, after the primary legislation has been approved.	Q1 2027
4	The Minister should increase the frequency of the biennial rent data collection where possible.	MH	Under consideration	Nothing in the law prevents more frequent data collection and a formal decision is yet to be made as to how this will be delivered. The preferred approach – including frequency of data collection – will need to consider the ease of establishing the new mechanism and the level of burden this may create upon landlords and government resources. The Minister commits to ensure the EHI panel are kept informed as policy development in this area progresses.	Q2 2026
5	The Minister should ensure that clear, practical guidance for Rent Tribunal decision-making be developed in consultation with the Judicial Greffier before it is operational.	MH	Accept	The Minister is committed to continuing to work with the Judicial Greffier to ensure appropriate guidance and training is available to support Rent Tribunal decision-making before it is operational.	Q2 2026
6	The Panel recommends that the Minister conducts a postimplementation review of the new tenancy arrangements within two years of commencement. This review should evaluate the effectiveness of the new regime in achieving	MH	Partially Accept	The importance of monitoring the performance of the new arrangements is not in dispute. However, due to the approach adopted by the Transitional Provisions of the Law, tenancies will gradually transition to the new legislation and it is therefore difficult to be certain that within two years after the enactment of the Amendment Law, there will be sufficient data to evidence the performance of the Law, and with that,	Q2 2027

	Recommendations	To	Accept/ Reject	Comments	Target date of action/ completion
	the Minister's stated aims, assess any unintended consequences and consider whether a targeted mechanism to encourage landlords to offer periodic tenancies at the outset is warranted.			reliably signal whether any further change may be warranted. Notwithstanding this, it is a part of normal monitoring and review practice to observe the implementation response to new policy and legislation. The Minister will continue to work with those responsible for implementing the law and closely observe feedback from tenants, landlords and other key stakeholders – and new data as it becomes available – to support understanding of the effectiveness of the new provisions and whether any further change might be recommended.	
7	Prior to commencement, the Minister must publish clear, accessible guidance explaining the rights and responsibilities granted to both tenants and landlords under the new tenancy arrangements.	MH	Accept	Guidance will be developed and published to support tenants and landlords in understanding their rights and responsibilities, as part of transitional arrangement plans.	Q2 2026
8	The Minister must publish clear guidance on how a tenant should challenge a given ground for notices that they suspect is false or misleading.	MH	Accept	Further to the adoption of EHI Panel's Amendment D1 (in P.24/2025. Amd.(4)), there is not currently any offence/penalty provision for false or misleading notice in the Amendment Law. Notwithstanding this, it is important for tenants to know how they should challenge a reason for notice that they suspect to be false or misleading, and the Minister is committed to ensuring tenants are empowered in this regard.	Q2 2026
9	The Minister must publish example-based guidance defining what type of contract breaches are serious enough to justify ending a tenancy and which are not.	MH	Reject	It is not the intention of the Law to prescribe thresholds – be it directly or indirectly – in relation to contract breaches. These are ultimately a civil matter and the thresholds, or tolerance, of a landlord will naturally vary and be influenced by the context of the breach.	N/A

	Recommendations	To	Accept/ Reject	Comments	Target date of action/ completion
	Examples should include, at a minimum, rent arrears and damage to the property. The guidance should also explain how to reflect which breaches justify ending a tenancy and which do not in standard tenancy agreements to make them clearer and reduce disputes.			It will therefore not be appropriate, or possible, to provide specific guidance on these matters. It is noted that the existing RTL requires landlords to apply to the court to terminate a tenancy and order the eviction of a tenant if the tenant has breached their agreement (and not corrected the breach), after which time the Court will order the termination of the agreement and eviction of the tenant if it is satisfied of matters in Articles 12(2)(a) to(c) and that the breach is sufficiently serious to warrant termination and eviction. It is considered that landlords will therefore already routinely make some level of judgement on whether the breach is serious enough to warrant termination and eviction before applying to the Court, so the proposed process is not materially different from the current one.	
10	Before the Amendment Law comes into force, the Minister must publish guidance for landlords and tenants explaining how to apply and interpret the notice grounds of 'serious breach' and 'repeated or serious nuisance', and how to keep these grounds separate.	MH	Partially accept	P.24/2025. Amd.(5), which was not adopted, offered guidance for how this provision would have operated and would have created greater alignment between the processes for dealing with repeated or serious nuisance and repeated or serious breach of tenancy agreement. This was intentional, to reflect the similarities between the provisions, amongst other things. However, the EHI Panel's Amendment C1 (P.24/2025 Amd.(4)) has been adopted and the Panel may be more confident about how its amendment operates alongside the established concept/provision for serious breach of tenancy agreement. Finally, it is noted that these grounds do not necessarily need to be kept separate - if more than one ground applies,	Q2 2026

	Recommendations	To	Accept/ Reject	Comments	Target date of action/ completion
				landlords are free to use whichever ground, including the one with the lesser notice attached, as clearly stated in new Article 6A(1). The Minister commits to publishing high-level guidance as needed to interpret and apply these grounds for notice.	
11	The Minister should undertake a specific assessment of whether fees and charges are being used to circumvent rent regulation, by no later than the end of 2028. This should include a review of available data and stakeholder feedback, including from tenants, landlords, the Rent Tribunal, and the Petty Debts Court.	MH	Reject	Whilst the rationale for this recommendation is understood, it will regrettably not be possible to undertake a meaningful assessment of this matter as there is no mechanism to collect data on fees and charges levied. The Law will only provide a basis to collect data on rents charged. Notwithstanding this, should any evidence of such practices emerge, such as through complaints and engagement with Government departments or through agencies such as those identified in the recommendation and Citizens Advice, the Minister is committed to ensuring this is carefully considered. It is noted that Trading Standards have confirmed that such practices (circumventing rent stabilisation measures by unjustly increasing fees and charges) would likely constitute a criminal offence under the Consumer Protection (Unfair Practices) (Jersey) Law 2018 .	N/A
12	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	MH	Accept	The development of a civil penalties regime is not currently a high priority. The Minister is however committed to ensure that adequate consultation is undertaken in the development of any such proposals in the future.	Q2 2030

	Recommendations	To	Accept/ Reject	Comments	Target date of action/ completion
	penalties are proportionate.				
13	The Minister for Housing must develop both the civil and criminal offences in a cohesive manner in secondary legislation.	MH	Reject	Whilst it is agreed that penalties in legislation need to be cohesive, every care has been taken in the design of the proposed offences to ensure of this, and there are no plans to bring forward a civil penalties regime via Regulations in the near term. In the near term, the Minister intends to focus on addressing the removal of the offence by the EHI Panel's Amendment D1 (P.24/2025 Amd.(4)).	N/A
14	The Minister must begin undertaking work to regulate non-self-contained lodging houses as a matter of urgency.	MH	Accept	The Minister supports policy development work in relation to lodging house accommodation. But this work cannot commence before the election due to policy capacity constraints and will ultimately be a decision for the Minister for Housing under the next Council of Ministers.	Q2 2027
15	The Minister for Housing must immediately commence preparatory work for all provisions upon approval of the Amendment Law, in order to minimise operational gaps where possible.	MH	Accept	It is the intention to continue momentum in preparation for enactment of the Law, with work already under way.	Q3 2025
16	The Minister must update and publish the Model Tenancy Agreement before the Amendment Law comes into force.	MH	Accept	It is agreed that a new model tenancy agreement will need to be developed as soon as possible. However, it is not considered an absolute necessity for this to be available prior to the enactment of the Law given the clarity offered by Schedule 2 and the nature of the transitional provisions.	Q2 2026
17	The Minister should designate the Housing Advice Service as the primary point of contact for queries on the	MH	Partially accept	The Minister is aligned with the desire to grow the role and capacity of the Housing Advice Service, and this should include their ability to support the implementation of the Amendment Law. However, the Housing Advice	Q2 2026

	Recommendations	To	Accept/ Reject	Comments	Target date of action/ completion
	Amendment Law at commencement. The Service should be fully resourced and equipped to provide advice, model agreements, necessary forms, and guidance on accessing the Rent Tribunal or Petty Debts Court, ensuring both tenants and landlords understand their rights and responsibilities.			Service, whilst acting as the “front door” to government housing services, is currently better placed to sign-post into other relevant service areas who already carry the requisite expertise in relation to Residential Tenancy Law matters. The Minister does nonetheless recognise the merit of considering the role of the HAS playing a more active role in tenancy advisory matters and commits to discuss this further with relevant Ministers. The Minister will ensure that the HAS are ready to receive calls on enactment.	
18	Careful consideration must be given by the Minister during implementation and resource planning, especially in relation to interdepartmental coordination, environmental health responsibilities, and the potential knock-on effects for public service departments and parishes.	MH	Accept	Ongoing engagement will continue with relevant departments, with a commitment to ensure coordination and understanding of resourcing consequences as the law moves into its implementation phase. It is the intention for the Minister’s policy function to continue its leading role in work associated with implementation requirements.	Q3 2026

Amendments

Amendment	Response	Rationale
AMENDMENT A1: To amend the Draft Residential Tenancy (Jersey) Amendment Law 202- to retain the percentage figure of the rent increase limit to be both increased and decreased by Regulations but setting a statutory floor so that the figure cannot be reduced below 5%.	Reject	Whilst the Minister for Housing was sympathetic to this amendment given it retains the core elements of the rent stabilisation proposal in P.24/2025, he instead decided to accept P.24/2025 Amd.(3). The Minister’s reasons for accepting P.24/2025 Amd.(3), which was adopted, are set out in page 26 of the consolidated comments paper.

Amendment	Response	Rationale
AMENDMENT A2: 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 must consult the Judicial Greffier.	Accept	Given Amendment A2 still offered a legal pathway to deal with circumstances where there is difficulty recruiting legally qualified candidates for the Chair/Deputy Chair roles, the Minister was content to accept this amendment.
AMENDMENT A3: To remove the Order making power in Article 7D(4) and proposed Article 23(2)(la), in order that the Tribunal retains its passive nature as advertised, and that this cannot be altered by ministerial fiat.	Accept	Given Amendment A3 still offered a legal pathway to introduce a safeguard to prevent landlords from misapplying the rent increase provisions, the Minister was content to accept this amendment.
AMENDMENT B1: to amend P.24/2025(Amd) to require that fixed-term tenancies under the 2011 Law may only be terminated, whether during the term or at its end, by written notice of at least one month from the tenant or three months from the landlord.	Reject	Amendment B1 (P.24/2025 Amd. , Amd.) proposed new articles 5A (fixed term tenancy: termination by landlord or tenant when term ends) and 5B (fixed term tenancy: termination by landlord or tenant during term). Notwithstanding the Minister's position of not being able to support this amendment because it retained the fundamental omissions and problems of P.24/2025 Amd. , the Minister was also unable to support Amendment B1 given his concerns about the unintended consequences of Article 5B, reflected in his amendment and comments to Amendment B2 (equality of break clauses).
AMENDMENT B2: to ensure that any break clauses within residential tenancy agreements for ending an initial fixed term operate equally for both the landlord and tenant.	Partially accept (amend)	The Minister was instinctively sympathetic to the EHI Panel's sentiment in advocating for equality of break clauses. However, the report accompanying the Minister's amendment (P.24/2025 Amd.(4) , Amd.), laid bare that the unintended consequences of Amendment B2 would outweigh any perceived benefits.

Amendment	Response	Rationale
		The Minister's amendment was adopted by the States Assembly.
AMENDMENT B3: To allow landlords to end a periodic tenancy without giving a reason, provided they give at least 12 months' written notice.	Accept	The Minister gave this amendment careful consideration, reflecting on feedback raised by colleagues and stakeholders alike. The Minister accepted this amendment, given that 12-months' notice would counter revenge evictions and given that tenants would be granted a long notice period, with flexibility to give 1 months' counter notice when they are ready to move on, having found suitable alternative accommodation. The Minister therefore considered that this amendment left his policy objectives largely intact, whilst allaying concerns around the reasons for notice provisions. This amendment was adopted into the Law.
AMENDMENT B4: To Article 6F(1) to replace the term "not allowed" with "not applicable" in the columns (a) to (f) of the statutory table of grounds for notice.	Accept	Whilst "not allowed" was considered the most effective means of conveying the intended effect under Article 6F(1)(a) to (d), the Minister was satisfied that its replacement with "not applicable" would not create a significant problem for understanding Article 6F(1)(a) to(d) and was therefore content to accept this amendment, which was adopted.
AMENDMENT C1: 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"	Reject	It is noted that on 22 August, the EHI Panel was asked if it would forgo Amendment C1 in favour of P.24/2025. Amd.(5), which was developed alongside Regulation Standards officers and considered by the Minister to be a better amendment, both removing the need for police officer or states employee attendance whilst retaining an important safeguard for tenants. At a subsequent meeting, the Panel indicated its support for the Minister's amendment but wished to reflect on further legal advice. However, the Panel did not formally

Amendment	Response	Rationale
		confirm its position in time for the states debate and the Minister therefore had to reject Amendment C1. However, Amendment C1 was adopted by the States Assembly.
AMENDMENT D1: To remove criminal penalties from the primary legislation and put it into secondary legislation.	Reject	Criminal offences are already contained in the primary legislation of the 2011 Law. Amendment D1 removes one of the new criminal offences proposed for the primary law (the offence for submitting false or misleading notice) but leaves the remaining proposed new offences in place. This was considered to undermine the rationale for the amendment and leave no means of enforcement for the Article 6 notice provisions (see response to Key Finding 60). The States Assembly unanimously adopted amendment D1.

CONCLUSION

I want to reiterate my thanks for the outstanding contribution made by the EHI Panel during the debate, which was instrumental to winning the confidence of the States Assembly that the key provisions of the law had been thoroughly scrutinised and found to be fit for purpose.

We now have a balanced law that reflects the common sense, pragmatism and compromise that came to the fore during what was a long, and at times complicated, debate.

Improving conditions for renters and giving them confidence that they can enjoy more security and affordability in their homes benefits everyone, including good landlords, who – as I have long maintained – have absolutely nothing to fear from these changes.