

Draft Residential Tenancy (Jersey) Amendment Law 202- Review

Environment Housing and
Infrastructure Scrutiny Panel

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Chair's Foreword

Housing is one of the most pressing and complex challenges facing Jersey today. With nearly half of households renting, a fair, balanced and effective rental sector is essential to the wellbeing of thousands of Islanders. Landlords are an important part of meeting this need, and a fair and effective system benefits everyone involved. The proposed amendments to the 2011 Residential Tenancy Law will directly affect tenants, landlords, families and businesses, and shape the rental landscape for years to come.

At a time when public trust in housing fairness is low, this legislation is an opportunity for the States Assembly to demonstrate that it is listening and acting responsibly in the public interest. Getting this right is not just important — it is essential. The stakes are too high for anything less than a law that is clear, fair and fit for purpose.

In May 2024, the States Assembly endorsed the Council of Ministers' Common Strategic Priorities, which committed to delivering greater confidence in the rental sector and improving tenancy arrangements for both tenants and landlords. The amendments lodged by the Minister for Housing on 25th March 2025 aim to strengthen tenants' rights, clarify landlords' responsibilities and establish a more transparent, accountable framework for rental housing.

As Chair of the Environment, Housing and Infrastructure Scrutiny Panel, I welcome the opportunity to examine these proposals and test whether they are robust, workable and in the best interests of the public. Scrutiny's role is to hold Ministers to account for their policies and ensure that proposed laws are effective, fair and practical in the real world.

Our Panel has reviewed the amendments in detail — examining the drafting clarity, policy objectives, legal and financial impacts and how they compare to other jurisdictions. We issued a public call for evidence and received 248 submissions from tenants, 42 written submissions from members of the public (with almost all individuals being private landlords) and 19 from organisations. We also held public hearings with the Minister for Housing and key stakeholders, including Caritas Jersey, the Jersey Estate Agents' Association and the Jersey Landlords' Association.

The breadth and depth of this evidence shows that these proposals are not an abstract policy exercise, but a response to real experiences, risks and gaps in the current system. The Panel considered their practical impact on:

- The business of being a landlord.
- The lived experience of tenants.
- Organisations central to the housing system, including letting agents, Citizens Advice Bureau, homelessness charities, the police, the Magistrate's Court and the Viscount's Office.

I want to thank everyone who contributed. Your insights ensured our work was grounded in lived experience and practical reality. We also commissioned independent advice from the Right Honourable Michael Tomlinson, who provided a comprehensive report with 34 recommendations — many of which are reflected in our report.

Our findings highlight several themes:

- There is significant misinformation and confusion around the law and the proposed amendments, making it harder for Islanders to engage with the real issues.
- There is broad support for more robust data collection on the rental market, to inform future policy and provide clarity on rents and conditions.
- While most landlords act responsibly, some do not; and while most tenants meet their obligations, some do not. The law must address both realities.
- Positive landlord–tenant relationships exist but are far from universal.
- Tenants want greater security and fairness, while landlords want stability and clarity. Both sides agree that clear, enforceable agreements are essential.
- Serious gaps and power imbalances remain. We heard examples of tenants with no signed agreements, no notice periods and sudden steep rent increases — all of which is happening under the current law.
- Effective enforcement is critical. Any new law must be backed by well-resourced enforcement, clear guidance and accessible tools for landlords and tenants alike.

From this evidence, it is clear there is real merit in improving the current law. It will now fall to Members to decide whether the Minister’s proposals go far enough, that they feel the present law is good enough, or whether they require further amendment.

Islanders deserve a full and open debate — not just on principles, but on the detail that governs their homes, rights and responsibilities. That is what scrutiny is here to enable.

This Assembly should be bold. We should not shy away from complex reform but be prepared to shape, test and improve it together. The Panel looks forward to continuing its scrutiny of housing policy, with the goal of supporting a rental sector that is accessible, secure and respectful of the rights and responsibilities of all parties.



Deputy Hilary Jeune

**Chair of the Environment, Housing and
Infrastructure Panel**



Executive Summary

Background and Rationale

The Environment, Housing and Infrastructure Scrutiny Panel (the “Panel”) undertook an extensive review of the Draft Residential Tenancy (Jersey) Amendment Law 202- (the “Amendment Law”), Jersey’s most significant rental reform since 2011 (the Review). The Minister for Housing (the “Minister”) has proposed legislation to introduce statutory rent stabilisation, new tenancy models and a restructured regulatory framework intended to address rising housing costs and longstanding concerns about security and fairness in the rental market.

The reforms aim to enhance tenant security, improve transparency in the rental market and introduce more robust mechanisms for dispute resolution. The Amendment Law also tries to rebalance the rights and obligations of landlords and tenants: standardising notice periods and defining specific grounds for notice. Periodic tenancies are made the default tenancy option with fixed terms available only for an initial period of up to three years. Fixed terms as they are referred to under the Amendment Law will be called in this report “initial fixed terms” for the sake of clarity.

Consultation and Evidence Base

The Panel engaged an Expert Advisor: Rt. Hon. Michael Tomlinson who carries extensive legal and parliamentary expertise as a senior barrister (King’s Counsel), former Solicitor General for England & Wales and a member of the UK Privy Council. The Panel’s evidence-gathering process included written submissions, public surveys, hearings with stakeholders and direct engagement with experts, advocacy groups, landlords, tenants and sector bodies. The Review received over 300 responses which highlighted sharply divergent priorities: tenants consistently called for greater predictability, protection from unjustified rent increases and an end to the ease of tenancy termination without cause. Landlords raised alarm about increasing regulation, perceived overreach and the risk of unintended negative effects on supply and investment.

While tenant-focused organisations such as Caritas and Andium Homes supported the move to periodic tenancies for the stability and administrative simplicity it can bring, landlord and rental sector representatives, like the Jersey Landlords’ Association and the Jersey Estate Agents Association, expressed concern that the removal of rolling fixed-terms may reduce certainty, increase tenant turnover and ultimately undermine rental sector stability.

Across all stakeholder sectors, many responses highlighted confusion or misunderstanding regarding the aims, intentions and likely consequences of the Amendment Law, with the Minister himself addressing key points of misinformation in a letter dated 6th May 2025.

Rent Stabilisation and Data Challenges

The introduction of rent stabilisation measures is a landmark shift for Jersey. However, while adjusting the percentage figure on rent increases is a decision for the States Assembly, tenant evidence highlighted strong support for greater transparency and predictability in rent setting. As unpredictable increases have been a persistent source of insecurity and financial strain. Landlords and their representatives warned that even well-intentioned measures risk reducing supply, discouraging investment and incentivising withdrawal from the sector, particularly

among smaller landlords. However, the Panel found that the potential market and wider economic effects of the rent stabilisation measures have not been formally assessed, due in part, to a lack of up-to-date rental data. As part of the reforms the Minister proposes rolling-out a new rents charged data scheme to address this short-fall, which is welcomed by the Panel and stakeholders alike.

Tenancy Reform and Notice Regimes

The Amendment Law intends to make periodic tenancies standard, with initial fixed terms of up to three years converting automatically unless otherwise agreed. While a majority of tenants supported the move away from old practices of silent non-renewals and improved routes for ending tenancies under the law, there was no clear evidence that a shift to periodic tenancies, in and of itself, will provide more security than the previous fixed-term model. Stakeholders repeatedly stressed the need for clear, accessible guidance for both parties on rights and procedures of the new regime.

The new statutory notice regime introduces minimum periods, defined grounds for notice and specific penalties for false or misleading notices given by landlords. This is widely regarded as long overdue and necessary, but fundamental concerns were raised by Landlords regarding open-ended tenancies and calling for the widening the grounds for notice. Serious concerns were also raised regarding the adequacy of the shortest notice periods (7 days), especially for vulnerable tenants, and whether safeguards are sufficient to prevent abuse or arbitrary termination.

Tribunal, Enforcement, and Implementation Risks

The creation of a Rent Tribunal offers a robust mechanism for enforcing the annual rent increase limit: offering a route for tenants to challenge rent increases. However, funding, practical operation and reliance on secondary legislation remain unresolved, and the Judicial Greffier cautioned that the Tribunal could quickly be overwhelmed without adequate resources.

The Amendment Law introduces civil and criminal penalties for offences: creating a two-tier enforcement regime and expanded investigatory powers for Government officers. While these provisions are intended to deter bad practice and strengthen compliance, stakeholders have raised concerns about proportionality, practical enforceability and the potential for confusion without clear, accessible guidance on how these new powers will be exercised in practice.

Both the Petty Debts Court and the Magistrate's Court will continue to play a vital role in enforcing the regulation of residential tenancies and will be granted with new mandatory and discretionary powers in eviction proceedings.

Transition and Support

The transition from the 2011 Law to the new regime is staggered, with existing fixed-term leases running their course but periodic agreements falling under the new law at commencement. Stakeholders, especially tenants, expressed low awareness of both current and proposed rights, further highlighting an urgent need for well-resourced, accessible support and guidance.

Conclusion

The Panel welcomes the Minister's ambition to improve regulation in the residential rental market in Jersey, recognising the need to address tenure instability, fill data-gaps and modernise the legal framework. However, the Panel finds the Amendment Law, as drafted, highly complex and, without significant consideration to the guidance, support and careful implementation, the Minister risks confusion and misapplication of the Amendment Law by landlords, tenants and rental market actors.

This report makes a series of recommendations to strengthen the legislation, clarify procedures, improve access to information, and provide for a robust post-implementation review of its key features, so that all Islanders can engage with the new regime with confidence and clarity.

Findings, Recommendations & Proposed Amendments

KEY FINDING 1: The Minister aims to introduce Jersey's first statutory rent stabilisation measures as a response to rising housing costs.

KEY FINDING 2: The Expert Advisor noted that "once per year rent increases are uncontroversial and widely accepted".

KEY FINDING 3: Tenants raised concerns about the current practise of rent increases, including the lack of justification and transparency, the frequency and unpredictability of rent rises, and the resulting financial strain and housing insecurity.

KEY FINDING 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.

KEY FINDING 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.

KEY FINDING 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".

KEY FINDING 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 analysis, historic RPI data, and existing rental practices.

KEY FINDING 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.

KEY FINDING 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.

KEY FINDING 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.

KEY FINDING 11: Article 24(1)(b) 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%.

KEY FINDING 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.

KEY FINDING 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.

KEY FINDING 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.

KEY FINDING 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.

KEY FINDING 16: Based on the evidence available, there is no justification at this time to recommend changing the 5% or RPI limit.

RECOMMENDATION 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.

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%.

KEY FINDING 17: There are evidential and practical uncertainties in applying the exceptions to the rent increase limit, 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.

RECOMMENDATION 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.

KEY FINDING 18: The first data collection point under the new Rents Charged Data scheme will be in 2026 with a subsequent collection in 2028.

KEY FINDING 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.

RECOMMENDATION 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.

RECOMMENDATION 4: The Minister should increase the frequency of the biennial rent data collection where possible.

KEY FINDING 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, and pay, with a mandatory consultation with the Judicial Greffier on any Orders affecting core Tribunal functions.

KEY FINDING 21: The Review's evidence suggests broad, albeit weak support for the establishment of a Rent Tribunal.

KEY FINDING 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.

KEY FINDING 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.

KEY FINDING 24: The Expert Advisor notes that the Rent Tribunal's establishment relies heavily on secondary legislation, including Ministerial Orders, at this point, that creates uncertainty and limits effective scrutiny.

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.

RECOMMENDATION 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.

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.

KEY FINDING 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.

KEY FINDING 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.

KEY FINDING 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.

KEY FINDING 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.

KEY FINDING 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.

KEY FINDING 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 confusion or unintended legal consequences.

KEY FINDING 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.

RECOMMENDATION 6: The Panel recommends that the Minister conducts a post-implementation review of the new tenancy arrangements within two years of commencement. This review should evaluate the effectiveness of the new regime in achieving 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.

RECOMMENDATION 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.

KEY FINDING 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.

KEY FINDING 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.

KEY FINDING 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.

KEY FINDING 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 such termination during the initial fixed term.

KEY FINDING 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.

KEY FINDING 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.

KEY FINDING 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.

KEY FINDING 39: The statutory list of grounds for notice under Article 6F are based on both international models and local feedback.

KEY FINDING 40: The introduction of mandatory grounds for possession was developed in conjunction with landlord representatives.

KEY FINDING 41: Tenants must initiate court proceedings to challenge a false or misleading notice, placing responsibility for correcting landlords' non-compliance on them.

KEY FINDING 42: While the Amendment Law introduces new safeguards against false or misleading notices, there is no requirement for landlords to provide evidence upfront.

KEY FINDING 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.

KEY FINDING 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.

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.

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.

AMENDMENT B3: To allow landlords to end a periodic tenancy without giving a reason, provided they give at least 12 months' written notice.

KEY FINDING 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.

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.

RECOMMENDATION 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.

KEY FINDING 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 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.

KEY FINDING 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.

KEY 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.

KEY FINDING 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.

KEY FINDING 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.”

KEY FINDING 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.

KEY FINDING 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.

KEY FINDING 53: In practice, the Petty Debts Court will determine what constitutes a serious breach under the Amendment Law.

RECOMMENDATION 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.

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.

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".

RECOMMENDATION 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.

KEY FINDING 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 showed confusion among tenants about the distinction between a landlord ending a tenancy agreement and being formally evicted through a Court Order.

KEY FINDING 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.

KEY FINDING 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 has been withdrawn or not re-issued.

KEY FINDING 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.

KEY FINDING 58: While improvements in transparency regarding fees and charges have been welcomed by stakeholders, the absence of statutory controls, oversight mechanisms, and dispute resolution processes mean that tenants may still be exposed to excessive or unfair charges.

KEY FINDING 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.

RECOMMENDATION 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.

KEY FINDING 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.

RECOMMENDATION 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 penalties are proportionate.

RECOMMENDATION 13: The Minister for Housing must develop both the civil and criminal offences in a cohesive manner in secondary legislation.

AMENDMENT D1: To remove criminal penalties from the primary legislation and put it into secondary legislation.

KEY FINDING 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.

RECOMMENDATION 14: The Minister must begin undertaking work to regulate non-self-contained lodging houses as a matter of urgency.

KEY FINDING 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 fall under the new law regardless of whether the tenancy agreement is updated.

KEY FINDING 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.

KEY FINDING 64: The Minister for Housing will adopt a phased approach to the commencement of the Amendment Law.

RECOMMENDATION 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.

KEY FINDING 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.

KEY FINDING 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.

RECOMMENDATION 16: The Minister must update and publish the Model Tenancy Agreement before the Amendment Law comes into force.

RECOMMENDATION 17: The Minister should designate the Housing Advice Service as the primary point of contact for queries on the 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.

RECOMMENDATION 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.

Introduction

The Draft Residential Tenancy (Jersey) Amendment Law 202- (P.24/2025) (the “Amendment Law”) was lodged by the Minister for Housing (the “Minister”) on 25th March 2025.

Purpose of Amendment Law

The Amendment Law proposes a series of amendments to the Residential Tenancy (Jersey) Law 2011, which governs residential tenancies in Jersey.

Policy Rationale and Legislative Context

In 2015 the then Minister for Housing launched a public consultation on the proposed policy direction for the Rental Sector in Jersey. This consultation sought views from tenants, landlords, agents and other stakeholders on a range of issues, including tenancy terms, rent-setting practices, regulation of landlords and the balance of rights and responsibilities between parties.¹

In April 2023, the subsequent Minister for Housing launched a public consultation on proposed reforms to the Residential Tenancy (Jersey) Law 2011 (the 2011 Law), published in the White Paper *Improving Residential Tenancies in Jersey*.² The consultation gathered feedback on rent stabilisation, social housing scope and the creation of a new Housing Tribunal, among other topics.

On taking office as Minister for Housing, Deputy Sam Mézec (the “Minister”) reset the project: publishing a 2024 statement titled *Residential Tenancy Law: the way forward* ([R.67/2024](#)) (The Way Forward Statement). The document frames a “severe housing crisis” as the driver for a streamlined Residential Tenancy Law to be delivered at pace. Consequently, fresh drafting instructions were issued, and the proposals were streamlined to be quickly implementable while prioritising measures that improve renter security and affordability.³

The Panel notes that the Amendment Law delivers on one of the Council of Ministers’ Common Strategic Policy priorities, namely that “We will introduce a new Residential Tenancy Law that will improve tenancy arrangements for both tenants and landlords.”⁴

¹ [Rental Sector in Jersey: proposed policy direction \(R.87/2015\)](#)

² [Findings Report: Improving Residential Tenancies in Jersey](#)

³ [Residential Tenancy Law: the way forward](#)

⁴ [Common Strategic Policy 2024 - 2026](#)

Timeline

The Panel received three preliminary briefings on the Amendment Law in the lead up to its lodging: these took place in March, September and December of 2024.

The Amendment Law was lodged on 25th March 2025 with an earliest debate date of 13th May 2025. The Panel launched its Review of the Amendment Law on 31st March 2025 (the “Review”). Given the expected complexity of the Amendment Law and its Review, the Panel informally requested that the Minister schedule the States Assembly (also referred to as the Assembly) debate on the Proposition on 8th July 2025, noting that this was the last scheduled sitting of the Assembly prior to the summer recess.

However, due to the volume of early submissions received to the Review, the Panel wrote to the Minister on 25th April 2025 to request that the debate be deferred to the next sitting of the States Assembly scheduled for 9th September 2025.⁵ The request was formally rejected by the Minister on 13th May 2025, after privately meeting with the Panel on 2nd May 2025.

During this meeting, the Minister explained that under [Standing Order 34](#) a proposition whose principles are not debated within six months of lodging would need to be re-lodged. This meant that if the Minister had accepted the Panel’s deferral request and the debate, for whatever reason, was not debated during the sitting of the States Assembly beginning 9th September, or the Assembly had agreed to defer the debate further than that sitting, the Amendment Law would have to be re-lodged. The Minister also noted in the letter dated 13th May 2025 that this “*presents a very real risk that the amendment Law, if passed, would not be enacted during this term of office.*”⁶

While mindful of the six-month limitation, the Panel intended to invoke [Standing Order 72](#) in order to give the Review a sufficient length of time for thorough scrutiny and formally announced its intention to “call in” the Amendment Law on 17th June 2025.⁷ This deferral would have given the Panel the summer recess to complete its analysis and publish its report without risking the proposition lapsing under [Standing Order 34](#).

However, during the debate on 8th July 2025 (the “Principle Debate”), Deputy Inna Gardiner’s proposal under Standing Order 79, was approved to have the Amendment Law referred to the Panel for further scrutiny. While this decision made no material change to the Panel’s Review timeline, intending to have lodged its final report for debate on 9th September 2025, it should be noted that by resuming the debate on the principles of the Amendment Law in this way, the Panel’s ability to call in the Amendment Law is retained.

The Panel’s Review

Early on during its Review, the Panel issued a public call for evidence, requesting written submissions from the general public, as well as a targeted survey for tenants in both English and Portuguese (the Tenant’s Survey). The Panel also held four “pop-up stands” to promote its call for evidence and to speak face-to-face with the local community on the Amendment

⁵ [Letter - Request for Extension of RTL Review Period - 25 April 2025](#)

⁶ [Letter - Request for Extension of RTL Review Period - 25 April 2025](#)

⁷ [Letter-RTL-Panel-Timeline-Update-17-June-2025.pdf](#)

Law's proposals. The Panel held two of these pop-ups in local Portuguese cafes, with the assistance of a translator. The public call for evidence closed 19th May 2025.

The Panel first questioned the Minister on the Amendment Law during its Quarterly Hearing on 7th May 2025 (the First Public Hearing), with a subsequent and final Public Hearing on 9th June 2025 (the Second Public Hearing).

The Panel also held a series of Public Hearings throughout May and June with its key stakeholders: Caritas Jersey, the Jersey Landlords' Association (the JLA) and the Jersey Estate Agents Association (the JEAA). The Panel also intended to hold a Public Hearing with the Homelessness Cluster's Strategic Board, however, that did not take place due to unforeseen circumstances.

In total, the Review received:

- 248 responses to the Tenants Survey (222 in English and 26 in Portuguese):
- 42 written submissions from members of the public, with almost all individuals being private landlords.
- 22 responses to the Panel's targeted stakeholder's correspondence, including but not limited to the Minister for the Environment, Les Vaux Housing Trust, the States of Jersey Police, Viscount, the Chamber of Commerce and the Comité des Connétables.
- Extensive correspondence from the Minister for Housing, including an open response to the Review's submissions and a policy development paper.

The full contents of the evidence is appended to this report.

Expert Advisor

Appointment

Due to the complexity and politicised nature of the Amendment Law, the Panel unanimously agreed that an Expert Advisor be appointed to the Review. After a successful shortlisting and interview process, Rt. Hon. Mr Michael Tomlinson was appointed as the Panel's Expert Advisor on 8th May 2025. This was due, in part, to his extensive legal and parliamentary expertise as a senior barrister (King's Counsel), former Solicitor General for England & Wales for the Conservative Party at the time the UK Government introduced the Renters (Reform) Bill to Parliament in May 2023 and a member of the UK Privy Council. He has over two decades' experience and is also a qualified mediator and arbitrator.

The Terms of Reference for the scope and lines of inquiry for the Expert Advisor's Review were as follows:

1. To examine whether the draft legislation is fit for purpose and how it will meet its intended aims, including:
 - more settled, longer tenancies
 - security of tenure for tenants
 - stable rental return for landlords
 - creation of provisions that allow landlords to deal with unforeseen circumstances or problematic tenants
 - provision of clear responsibilities for landlords and tenants.

2. To identify any effects and/or unintended consequences of the draft legislation on tenants, landlords and letting agents and on the wider housing market.
3. To assess whether the draft legislation will be achievable and sufficiently flexible in its implementation.
4. To conduct a jurisdictional comparison on similar legislation.
5. To examine how the Rent Tribunal will work in practice, whether it meets its intended aims and assess any costs and resourcing implications to ensure there is adequate provision in place.

Jurisdictional Comparison

The Expert Advisor's Terms of Reference required a comparative, cross jurisdictional analysis of rent control and tenancy laws. In practice, however, early advice from the Expert Advisor indicated that while there were many comparable jurisdictions, each operated under very different housing markets, legal traditions and policy settings. As the Expert Advisor's Report notes in Chapter 14, while these comparisons could suggest alternative approaches, none would map directly onto Jersey's unique residential-tenancy framework. Consequently, although the Panel Reviewed the international examples and the summary table in Annex 5, those findings played only a supporting role in our overall assessment.

Review & Report

Over the course of six weeks, the Panel met with the Expert Advisor four times and had his attendance at the Public Hearing on 9th June 2025 with the Minister for Housing. The Expert Advisor also engaged extensively with Panel Officers throughout the Review process and attended two meetings with the Strategic Housing and Regeneration Team to clarify legislative intent and practical application.

The Expert Advisor presented his report (the "Expert Advisor's Report") on 18th June 2025, which comprises 296 pages in total, with the main body of the report totalling 89 pages and a further 206 pages presenting the annexes. The annexes include the evidence collected up until 9th June 2025, tables with international comparisons and a cross-jurisdictional Review summary table.

The Expert Advisor's Report makes 34 recommendations ("Expert Advisor Recommendations") which he explained were written in such a way to provide the Panel with a range of possible options for their consideration, noting that all choices were substantiated by the analysis and evidence therein. The Panel held three discussion meetings on the Expert Advisor's Report and Recommendations. The rationale for both why certain Recommendations were taken forward and why others were not, are contained within the body of this report.

The Panel believes there is significant merit in readers considering the Expert Advisor Recommendations in chronological order to understand the approach taken. The Expert Advisor's Report is appended at the end of this document.

Chapter 1 - Rent Stabilisation

Introduction

The Minister's intention to introduce rent stabilisation was announced in his "The Way Forward Statement", which reads:

"I intend to limit rent increases to once a year, provide for minimum notice periods for rent Reviews being implemented, and protect tenants from excessive rent increases. A previous public consultation and my own stakeholder engagement show that there is widespread support for the first two of these measures, including among landlords, most of whom already follow this best practice. However, there are still sadly too many instances where renters are pushed into financial hardship by excessive and unreasonable increases."⁸

The Panel notes the Minister's reference to a previous public consultation, which was undertaken by the former Minister for Housing in 2015 regarding the proposed policy direction on the *Rental Sector in Jersey*.⁹ While considered as part of the Panel's background reading, the Panel did not include it as part of its research given the significant length of time that had passed since its publication.

The 2011 Law contains no rent stabilisation provisions: the Amendment Law would introduce a new statutory rent stabilisation scheme for Jersey. That scheme is a package, comprising:

- A limit of one rent increase in any 12-month period.
- A two months' written notice requirement for any increase.
- A statutory limit on in-tenancy increases of Retail Price Index ("RPI") or 5%, whichever is lower (with no decrease required if RPI is ≤0).
- Statutory exceptions (Article 7D) where increases above the limit will be allowed.
- Statutory exemptions for certain landlord employers (Article 7B) and certain social rented housing landlords (Article 7C).
- A tenant's right to challenge proposed increases to the Rent Tribunal (Article 7E).
- Regulation-making powers enabling the States Assembly to vary the maximum limit in the future (Article 24(1)(1b)).

Minister's Aims & Objectives

According to the Minister's accompanying report to the Amendment Law ("Accompanying Report"), rent stabilisation measures are intended to address growing concerns about housing affordability and insecurity in Jersey's private rental sector.¹⁰

The objective is to introduce a "statutory safety-net" to protect tenants from "excessive, unreasonable, or unexpected rent increases," thereby improving security of tenure and the

⁸ [Residential Tenancy Law: the way forward \(R.67/2024\)](#)

⁹ [Rental Sector in Jersey: proposed policy direction \(R.87/2015\)](#)

¹⁰ [Report - Draft Residential Tenancy \(Jersey\) Amendment Law 202- \(P.24/2025\)](#)

experience of renting in Jersey.¹¹ The Minister notes that rents in the private sector had risen faster than earnings in recent years, creating a legislative imperative for intervention.¹²

The Rent Stabilisation provisions are described in the Accompanying Report as: “a soft form of “third generation” rent control that are designed to promote positive behavioural changes and enhance tenants’ security of tenure.”¹³

The Minister further argued that the law would provide predictability and stability for tenants, while retaining fairness and flexibility for landlords. Landlords would continue to be able to recoup costs and secure a fair return on their investment through the exceptions process. The inclusion of a regulation-making power for the States Assembly to amend the cap, if economic conditions changed, was cited as an important safeguard to ensure the policy remained fit for purpose. The Minister described the overall approach as a “proportionate enhancement” of Jersey’s legal framework, balancing protections for tenants with legitimate interests of landlords and seeking to promote trust and transparency in landlord-tenant relationships.¹⁴

KEY FINDING 1: The Minister aims to introduce Jersey’s first statutory rent stabilisation measures as a response to rising housing costs.

Expert Advisor’s Report

The Expert Advisor’s Report offers a detailed overview of how rent stabilisation and controls are handled in comparable jurisdictions. The Expert Advisor notes that most rental markets, including those in England, Scotland, Ireland, Germany and Sweden have some form of statutory procedure for limiting rent increases, whether through formal caps, rent pressure zones, or procedures allowing tenants to challenge excessive increases.

The report also highlights that “once per year rent increases are uncontroversial and widely accepted” but also emphasises that rent stabilisation is not without risks.¹⁵ These include the potential for higher rents at the start of new tenancies, landlords withdrawing properties from the market or an overall increase in short-term lets.

KEY FINDING 2: The Expert Advisor noted that “once per year rent increases are uncontroversial and widely accepted”.

The Expert Advisor’s analysis draws on a cross-jurisdictional Review published within the Rent Stabilisation Paper presented by the Minister.¹⁶ The Expert Advisor’s Report also cites previous economic analysis and international research to underscore that “second and third generation rent controls” can have limited impact on affordability if landlords can freely set initial rents.¹⁷

¹¹ [Report - Draft Residential Tenancy \(Jersey\) Amendment Law 202- \(P.24/2025\)](#) pg. 11

¹² [Report - Draft Residential Tenancy \(Jersey\) Amendment Law 202- \(P.24/2025\)](#) pg. 10

¹³ [Report - Draft Residential Tenancy \(Jersey\) Amendment Law 202- \(P.24/2025\)](#) pg. 11

¹⁴ [Report - Draft Residential Tenancy \(Jersey\) Amendment Law 202- \(P.24/2025\)](#) pg. 3

¹⁵ Expert Advisor’s Report (please see Appendix 2), Pg. 43

¹⁶ Expert Advisor’s Report (please see Appendix 2), Pgs. 38 – 47.

¹⁷ Expert Advisor’s Report (please see Appendix 2), Pgs. X - X

Evidence

Within the responses to the Tenants' Survey, rent increases, often without clear justification, are cited as a major concern for many renters.¹⁸ One respondent noted that:

"The current situation provides an indisputable grounding for un-negotiable rental increases which may in turn be utilised to such a degree as to enforce the tenant to be evicted through unreasonable upgraded rental expense. The tenant has no control over such a situation, however unreasonable it may be."

Another said:

"Annual rent increases of any size make me feel very uneasy, I cannot settle knowing my rent will increase every year because my wage doesn't increase every year."

Potential retribution for negotiating or disagreeing with rent increases was also a point of concern for renters, with one respondent noting that:

"My lease is currently up for annual renewal with annual increases, so I feel if I complain about issues that haven't been sorted they can choose not to renew."

And another said that they "fought hard and managed to not have an increase".

Respondents also explained that increasing costs of rental properties and the wider cost-of-living were "pricing out renters from existing properties" and causing renters to begin "leaving island due to mismatch in increased housing costs to salary rises eroding disposable income after housing". Another said, "as rent increases are higher than pay rises annually, so you're constantly having to move."¹⁹

On the other hand, some tenants noted contentment with their experience of rent increases:

"We have been in our current rental for 9 years now under a 1 year renewing lease and the rental increase over this period has always been kept low each year."

KEY FINDING 3: Tenants raised concerns about the current practise of rent increases, including the lack of justification and transparency, the frequency and unpredictability of annual rent rises, and the resulting financial strain and housing insecurity.

During a Public Hearing, the Jersey Estate Agents' Association (the "JEAA") confirmed that annual rent Reviews, set at Retail Price Index with two months' notice, have been standard practice under the 2011 Law, and that enshrining them in the Amendment Law would merely formalise an existing convention.²⁰

This is consistent with the Accompanying Report to the Amendment Law, which observed:²¹

¹⁸ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

¹⁹ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

²⁰ [Letter - JEAA - 12th May 2025](#)

²¹ [Draft Residential Tenancy \(Jersey\) Amendment Law 202-](#)

“During the most recent period of high inflation, there is some evidence that landlords exercised restraint, and many increased their rents significantly below inflation, if at all”.

KEY FINDING 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.

The Panel also received a significant volume of evidence strongly opposing the rent limit increase proposal. These were notably from the JLA²², the Law Society of Jersey²³ (the “LSJ”), Comité des Connétables²⁴, other landlord-representative businesses/organisations and individual landlords through written submissions.

The proposals have been criticised for a number of reasons; these have been grouped thematically into the following areas:

- Questioning the evidence base.
- Negative effects on the market and rental supply.
- Unintended consequences.

KEY FINDING 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.

These areas will be evidenced and considered in turn.

Questioning the evidence base

One of the main arguments raised in opposition to the proposed rent stabilisation measures was concern over the reliability and robustness of the evidence base underpinning the policies.

This can be summed up by the LSJ's submission, which reads:

*“The Amendment Law seeks to impose a regulatory framework to cure problems which seemingly affect a very small minority of the rental market, largely based on anecdotal evidence of wrongdoing or mistreatment.”*²⁵

During the Second Public Hearing, the Minister referred to international best practice:²⁶

“what I can say is I can look at what various research has been done around the world in different guises, and the thing that comes up time and time again, there is a report from the O.E.C.D. (Organisation for Economic Co-operation and Development) called Brick by Brick from 2021 that said soft forms of rent control, as long as they are

²² [Letter - JLA - 16th May 2025](#)

²³ [Letter - LSJ – 23rd May 2025](#)

²⁴ [Letter – Comité des Connétables - 20th May 2025](#)

²⁵ [Letter - LSJ - 23rd May 2025](#)

²⁶ [Transcript - Public Hearing – Minister for Housing - 7 June 2025 - pg. 22](#)

combined with supply measures, can be a very positive thing. If there is one thing Jersey is doing at the moment, it is supply measures.”

The Panel understands that the *Brick by Brick* paper consolidates international policy evidence and experience to inform housing strategy design, with a strong focus on dimensions like inclusiveness, efficiency and sustainability. The report also evaluates how different policy approaches perform across jurisdictions and offers structured guidance on implementing effective, fair and context-sensitive housing policies.

The Panel repeatedly pressed the Minister to justify the need for a statutory rent increase limit, and when asked to set out the evidential basis for the rent increase limit, the Minister acknowledged:²⁷

“There are various iterations of this kind of thing that exist all over the place, that exist in various different formats with various different rules, some of which have turned out to be very successful for providing healthy rental markets in the long term. There are places in Europe that demonstrate that. There are others that are formulated in a way that perhaps have not been as successful and cause unintended consequences. Scotland is potentially an example of not a great version of that...”

When further pressed on what, specifically, was done to adapt these lessons to Jersey, the Minister admitted the policy drew partly on “a bit of evidence that there is some practice that already exists in Jersey where some tenancies already have an RPI or 5 per cent, whichever is lower, system built into it”.²⁸ The Panel notes that this aligns with its earlier finding from the JEAA noting that it was currently best practice for rent increases to be capped at RPI.

Within his letter dated 6th June 2025, the Minister sets out further evidence supporting his proposal of the measures, naming the Housing Policy Development Board’s - Final Report (R.63/2021) which recommended (R.2) the introduction of rent stabilisation measures in legislation together with a body able to regulate rent increases.²⁹

The Panel also notes that the notion of introducing rent stabilisation measures to Jersey was extensively explored in the *Improving Residential Tenancies in Jersey: Residential Tenancy Law Reform Proposals Findings Report*, published in April 2024, which followed a ten-week public consultation. This process gathered 328 written responses from individuals and organisations, including Andium Homes, Jersey Landlords’ Association, the Homelessness Cluster, Jersey Farmers’ Union, hospitality sector representatives and tenant-focused bodies such as Citizens Advice Jersey and the Older Persons Living Forum. The consultation was conducted through stakeholder workshops, targeted meetings with expert groups, States Members briefings, and an in-committee States Assembly debate.³⁰

Furthermore, within the Accompanying Report, the Minister describes the consultation on the Amendment Law proposals itself as overwhelmingly positive, emphasising that landlord and industry views were built in. The Minister explained:³¹

²⁷ [Transcript - Public Hearing – Minister for Housing - 7 May 2025 - pg. 17](#)

²⁸ [Transcript - Public Hearing – Minister for Housing - 7 May 2025 - pg. 17](#)

²⁹ [Letter - Minister for Housing - 6 June 2025](#)

³⁰ [Findings Report on Improving Residential Tenancies in Jersey: Residential Tenancy Law Reform proposals - April 2024](#)

³¹ [Draft Residential Tenancy \(Jersey\) Amendment Law 202-, pg. 11](#)

“Feedback from stakeholders on the proposed measures has been overwhelmingly positive, with recognition that the changes are reasonable and proportionate. This is in no small part because the interests of landlords and industry, not just tenants, have been represented in the policies underpinning the Amendment Law.”

KEY FINDING 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”.

The Panel also questioned the mechanisms by which rent stabilisation would be introduced to Jersey. The Minister described engagement with the Government of Jersey’s Economics team, saying in the First Public Hearing that:³²

“We engaged with members of the Economics team in government as well to say: ‘Here are various different iterations of how they work. How do they rank? Where do they score highly? Where do they not score so well?’ So, we looked at all of that as well.”

The Minister refers to an internal policy development process for the rent stabilisation provisions in the quote above as well as his 2024 statement: positioning this as the foundational basis for the chosen rent increase limit figure of 5% or RPI. The Panel subsequently requested this information via correspondence³³ and although the paper was initially provided privately, the Panel pressed for its full publication as it deemed it firmly in the public’s interest.³⁴ The Minister agreed to publish the document: promoting transparency in the policy development process and allowing independent scrutiny of the mechanism’s underlying rationale.

The published *Rent Stabilisation: Decision-making process for rent stabilisation metric* paper (Rent Stabilisation Paper) sets out the context and reasoning behind the statutory rent increase limit mechanism. The policy process involved a Review of options from other jurisdictions and relied heavily on historic data for RPI and local practice (with some tenancies already having an “RPI or 5%” clause). Other options included linking rent increases to average earnings, multi-year averages or alternative caps.³⁵

According to the paper, the Economics Unit emphasised that rent stabilisation must be fair to both landlords and tenants and minimise unintended consequences. This meant the limit should be based on an existing and reputable index produced by an independent body to avoid perceptions of bias and reduce the administrative burden of creating a new index.³⁶

The advice noted that fairness to tenants suggests limiting increases by a measure reflecting the rise in prices (inflation) and/or average earnings (as a proxy for affordability), while fairness

³² [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 17](#)

³³ [Letter – Minister for Housing – Economic Rationale for Rent Stabilisation - 14 May 2025](#)

³⁴ [Letter - RTL Follow Up Economic Rationale for Rent Cap - 29 May 2025](#)

³⁵ [Rent Stabilisation: Decision-making process for rent stabilisation metric](#)

³⁶ [Rent Stabilisation: Decision-making process for rent stabilisation metric](#)

to landlords requires that rent increases reflect changes in the cost of providing and maintaining good-quality accommodation, which RPI broadly measures.³⁷

The Panel understands that the Minister selected the option of limiting rent increases to once every 12 months at the lower of RPI or 5%, which would offer robust protection for tenants against unmanageable rent increases in times of high inflation, while aligning with practices already used in many local tenancy agreements. In practice, this will mean using the RPI both compiled and published by Statistics Jersey.³⁸

In Q1 2024, the Jersey Estates Agents Association (JEAA) provided insights into common industry practice. The Government of Jersey Economics Unit and Statistics Jersey were involved in the policy development process for rent stabilisation. Separately, the Jersey Bankers Association, the Jersey Hospitality Association and Parish representatives were among the external stakeholders consulted on the rent stabilisation measures (amongst other measures) during the consultation and engagement period before the Draft Amendment Law was finalised.

When asked whether the percentage figure for the cap was based on a detailed analysis of historical inflation or rent growth, the Minister conceded:³⁹

“R.P.I. stats are produced by Statistics Jersey and we have evidence of that going back I do not know how many years... it has not often gone above 5 per cent, but it has done so a couple of times and that has tended to have been for a short burst when that has happened.”

The Panel notes that there have been two occasions where RPI increased above 5% for a significant period⁴⁰ in Jersey: once between 1989 and 1993 and recently between 2022 and 2024.⁴¹⁴² In response to concerns about increased future volatility and whether historic data was even relevant to today’s climate, the Minister stated:⁴³

“Nobody knows what the future holds. Nobody knows what the long-term future trends will be. We are not clairvoyants; we cannot predict that. I do not think that can be a good reason for not acting now in what we think might at least be the medium-term state of affairs... there is a clause in the proposed law that does give the Assembly regulation-making powers to alter that, so it will not be a difficult thing to change if we find that world circumstances change and there is a clear need to adjust this.”

KEY FINDING 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 analysis, historic RPI data, and existing rental practices.

³⁷ [Rent Stabilisation: Decision-making process for rent stabilisation metric](#)

³⁸ [Rent Stabilisation: Decision-making process for rent stabilisation metric](#)

³⁹ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 18](#)

⁴⁰ (exceeding two quarters)

⁴¹ [Rent Stabilisation: Decision-making process for rent stabilisation metric](#) p.17

⁴² [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 18](#)

⁴³ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 19](#)

Negative effects on the market and rental supply

Another key concern raised in evidence against rent stabilisation was the potential risk that the measures will drive landlords out of the rental sector, significantly reducing the supply of rental accommodation in Jersey. This risk dominated the opposition from the JLA and individual landlords, who repeatedly warned that the Minister's proposals would fundamentally undermine the viability of letting property. The JLA's submission stated: ⁴⁴

"Many landlords – especially small or retired landlords – may exit the sector, reducing supply."

When questioned on this assertion in a hearing with the Panel, the Chair of the JLA noted that they had conducted "a recent survey of our members, nearly 90 per cent told us they would consider selling at least one property if these proposals go ahead. That's not a scare tactic; it's a direct reflection of how seriously landlords view the risks and pressures this law will create." ⁴⁵

A number of written submissions from individual landlords echoed this concern, with one individual saying: ⁴⁶

"There is already a shortage of good quality rental accommodation in Jersey and I fear that some of the proposals may have a negative impact on the already limited supply. I for one would seriously Review my position as a landlord if I felt I couldn't increase my rents in line with inflation over 5%."

The Minister's response to these concerns was encapsulated during the Second Public Hearing, wherein he stated: ⁴⁷

"So I simply do not believe the doomsday prediction that there is all of a sudden going to be a massive spike in homes on the market...So with every challenge there is also opportunity and we may well see some tenants be able to become homeowners if there are more properties on the market and prices coming down."

The Panel also raised these concerns during its First Public Hearing: questioning the Minister on what modelling or consideration had been undertaken on the risk of disinvestment as a result of the rent stabilisation mechanism. The Minister responded: ⁴⁸

"Honestly, I do not believe it is possible to do that work because I think it would be attempting clairvoyance. We simply do not know, and there are all sorts of things that would come into that."

Panel members further pressed the Minister on the risk that these proposals could have and requested the outcomes of rent stabilisation measures of the jurisdictions analysed during the Minister's policy development process. The Minister said that "we are not copying them, so I

⁴⁴ [Letter - JLA - 16th May 2025](#)

⁴⁵ [Transcript - Public Hearing - JLA - 23 May 2025](#)

⁴⁶ [Letter - Anonymous 7 - 7th April 2025](#)

⁴⁷ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 6](#)

⁴⁸ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 21](#)

cannot say for definite that the Jersey model that we are proposing in Jersey will definitively have these consequences because none of us could possibly know that.”⁴⁹

The Panel also sought to understand whether the economic impact of rent stabilisation on the rental market had been considered during the policy development process, and notes that within the Rent Stabilisation Paper, the Economics Unit admits: ⁵⁰

“Due to an absence of data on rental prices, it isn’t possible for the Economics Unit to produce an economic impact assessment or to produce meaningful modelling or quantitative assessment. Instead, the Economics Unit has drawn from existing and relevant analysis and evidence to produce a qualitative assessment.”

In light of these answers, the Panel followed up by asking whether the Government would monitor the effects of the rent stabilisation measures and what mitigation strategies would be deployed should the risk of divestment and contraction of the rental supply materialise. The Minister replied: ⁵¹

“Well, the first thing to say to that is that we have... if landlords are exiting the market, those homes do not disappear into thin air. They can be bought by other landlords who are perfectly happy to deal with these proposals, or they can be bought by people who are aspiring to own their own property that they live in. Both of those are good outcomes. The ways that we can measure this are twofold. Firstly, we have the Rented Dwellings Licensing Scheme, which is relatively new to Jersey, that we did not have previously. So we would pick up through that when licences are not being applied for where they previously have done. Of course, we also now have the stamp duty surcharge, which means in the Royal Court transactions we are now picking up when a transaction is by an investor. So we can track how many are being bought by new landlords or existing landlords adding to their portfolio, and those sales going through that we can track those as well.”

KEY FINDING 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.

Unintended Consequences

Another theme from the landlord submissions was the risk that rent stabilisation, while intended to improve affordability and security, could instead trigger harmful knock-on effects across the rental market. The JLA cautioned that “well-intentioned but poorly designed policies could have disastrous long-term consequences,” and urged that Jersey “must learn from international evidence and prioritize increasing housing supply, rather than enacting measures that risk damaging the rental market and undermining housing security for all Islanders.”⁵²

⁴⁹ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 22](#)

⁵⁰ [Rent Stabilisation: Decision-making process for rent stabilisation metric](#)

⁵¹ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 4](#)

⁵² [Letter - JLA - 16th May 2025](#)

In particular, the JLA and individual landlords raised concerns that the rent stabilisation measures would decrease landlords' ability and incentive to maintain properties, leading to a decline in housing quality:⁵³

"Rent controls could lead to declining housing quality as landlords are unable to recoup maintenance and upgrade costs, which have outpaced inflation."

In light of the concerns, during its First Public Hearing the Panel questioned the Minister on his consideration of the potential unintended consequences of the rent stabilisation measures. The Minister answered:⁵⁴

"I cannot say for definite that the Jersey model that we are proposing in Jersey will definitively have these consequences because none of us could possibly know that...as long as they are combined with supply measures, can be a very positive thing. If there is one thing Jersey is doing at the moment, it is supply measures. So I can refer to that kind of evidence that gives me reasonable confidence that we are doing the thing that you are meant to do to offset those potential negative side effects."

Some also suggested that capping rent increases would push landlords to become more selective, restricting access for certain groups of tenants. As one agent put it in their submission:⁵⁵

"The introduction of a rent cap is likely to incentivise landlords to favour 'low-risk' tenant potentially reducing opportunities for more vulnerable tenants or those with less stable incomes."

The Panel does wish to highlight that in response, Caritas challenged this assumption during a hearing, stating that such claims risked unfairly stigmatising lower-income tenants: "You could have somebody who is in poverty on low wages but could be an impeccable tenant... I think it is equating lower socioeconomic groups with troublemaking, and I do not think that is fair."⁵⁶

KEY FINDING 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.

Passive Mechanism

The Minister emphasised at the Second Public Hearing that the rent stabilisation measures "are passive proposals"... "not like what exists in other jurisdictions where if a landlord wants to raise their rent they have to go and ask permission from the Government to do so".⁵⁷

He went further to contrast Jersey's model with Scotland's, asserting that "ours is passive. That is my judgment that the appropriate model for Jersey is not one that is hands on and

⁵³ [Letter - JLA - 16th May 2025](#)

⁵⁴ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 22](#)

⁵⁵ [2025-05-14-Margaret-Thompson-Fine-and-Country.pdf](#)

⁵⁶ [Transcript – Public Hearing - Caritas – 23 May 2025 – pg. 20](#)

⁵⁷ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 3](#)

deeply involved by the tentacles of the state into people’s contractual relationships there”.⁵⁸ This is also consistent with the Accompanying Report’s description of a ‘third-generation’ rent control model.

The Panel understands that the rent stabilisation measures operate as a passive function: intervention only follows a specific referral (from a tenant) that a landlord has applied increases beyond the rent limit threshold. This preserves the “reaction only” principle referred to by the Minister.

However, for this to work smoothly, landlords will need to:

- Monitor RPI figures and calculate increases accurately.
- Issue clear, compliant notices two months’ in advance of an increase, specifying the RPI value and the date it was published.
- Ensure that any exceptions to the rent increase limit are applicable, clearly justified and documented, and cite one of the statutory permitted grounds.
- Maintain records. Landlords should archive their calculations, notices, and any tenant correspondence, so that, if queried or challenged, they can demonstrate compliance.

Some individual landlord submissions pointed to the new provisions creating an undue administrative burden. The Panel asked the Minister to reply to these concerns during the Second Public Hearing. He provided reassurance that this version of the Amendment Law “is the one with the least red tape”.⁵⁹

The Panel also notes that the passive nature of the regime relies on tenants to identify and challenge exceptions to the rent increase limit that they believe are incorrect or unjustifiable.

KEY FINDING 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 limit. It is for tenants to challenge an increase they believe breaches the statutory cap or relies on an invalid or unjustified exemption. This maintains the Minister’s intended aim of rent stabilisation being a “passive” mechanism.

However, the Panel notes the Expert Advisor’s Report identified that the Amendment Law gives the Minister the possibility of making an Order in the future, whereby a landlord would have to apply to the Tribunal in order to put up rents by more than the limit.⁶⁰ This will be considered within the context of the Rent Tribunal in Chapter 3.

Regulations to Vary the Rent Increase Limit – Article 24(1)(lb)

The Amendment Law includes a power to specify a different maximum percentage for rent increases, Article 24(1)(lb) reads:

⁵⁸ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 19](#)

⁵⁹ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 12](#)

⁶⁰ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

“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 the Second Public Hearing, the Minister 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.⁶¹

During the Panel’s scrutiny of the Amendment Law, significant attention was paid to the scope of the regulation-making powers due, in part, to the Expert Advisor’s Report which featured an in-depth analysis of the Order and Regulation-making powers (Chapter 12 and Recommendations 18, 19, 22 & 23).⁶²

In relation to the rent stabilisation measures, 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)(b) 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.⁶³

“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.⁶⁴

“I think that is clear. It means either way.”

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

KEY FINDING 11: Article 24(1)(b) 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%.

⁶¹ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 6](#)

⁶² Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

⁶³ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 6](#)

⁶⁴ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 7](#)

Exceptions to Rent Increases – Articles 7D & E

Article 7D of the Amendment Law creates two explicit exceptions to the statutory rent increase limit. Under this provision, a landlord may lawfully increase the rent above the usual rate if either of two specific conditions are met:

- a. the residential unit has been improved to the tenant's benefit; or
- b. the rent has fallen significantly below the rent expected for a new residential tenancy of that type of residential unit (the "market rent").

To invoke these exceptions, the landlord's written notice to the tenant must:

- explicitly state that the proposed increase exceeds the normal limit,
- clearly specify which exception is being relied upon, and
- explain the rationale or calculation for the new (higher) rent.

Article 7E establishes a formal process for tenants to challenge proposed rent increases through the Rent Tribunal. Appeals on rent increases to the Rent Tribunal may be brought only on the ground that the proposed increase in rent does not comply with the Law (Article 7E(1)), which includes if it exceeds the amount specified in Article 7A(1) and the tenant does not consider it justified under Article 7D.

If a landlord issues a notice of rent increase, the tenant has two months and two weeks from the notice being issued to apply in writing to the Tribunal, although this period can be extended in exceptional circumstances.

If the Tribunal finds that the rent increase is lawful, the increase takes effect from the proposed start date as identified by the landlord. However, if the Tribunal rules that the increase does not comply, the increase is invalid. In such cases, the Tribunal can also decide to set a different, lawful rent increase, of up to but not exceeding what the landlord originally proposed, with a new effective date.

Article 7D also grants the Minister with an Order-making power that, if invoked, would require landlords to apply to the Rent Tribunal before applying a rent increase. This power would allow the Rent Tribunal to decide whether an exception applies and what the appropriate replacement limit should be.

It should be noted that the Panel has considered the processes and remit of the Rent Tribunal within Chapter 3 of this report titled Rent Tribunal; however, this section will consider the mechanism by which exceptions to rent increases are made under the Amendment Law, the grounds on which they may be brought and how the Tribunal will assess compliance with the statutory rent cap and its exceptions.

KEY FINDING 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.

Under the Amendment Law, there is no criminal offence for a landlord applying an unlawful rent increase. Instead, enforcement and civil remedies apply.

If the Rent Tribunal finds that a proposed increase breaches the statutory cap or lacks proper justification, the increase is declared invalid. The Tribunal may then set a lawful alternative increase. Any over-payment by the tenant must be reimbursed by the landlord, and should the landlord fail to comply, the tenant may recover the excess as a civil debt through the Petty Debts Court. Likewise, any under-payment by the tenant must be reimbursed to the landlord,

and should the tenant fail to comply, the landlord may recover the excess as a civil debt through the Petty Debts Court.

Article 24(3)(ba)–(bb) grants the States a regulation-making power to prescribe civil penalties for specified breaches of the Law or tenancy agreement, which could potentially include unlawful rent increases. Under that regime, an authorised officer could issue a fixed penalty notice of up to £1,000, with prescribed appeal rights and procedural safeguards. Civil penalties have been considered fully with Chapter 10 of this report.

KEY FINDING 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.

Propertymark supported the exceptions framework, noting it would “help deliver better conditions and more security and affordability for renters,” because landlords could exceed the statutory limit where “they had invested in the property to the tenant's benefit, or the level of rent charged had fallen behind the market value significantly.”⁶⁵

Set against this, the JLA argued the exceptions are too narrow and unclear, risking confusion and dispute over what counts as a “substantial improvement” and when rent is “significantly below” market. They stressed that landlords who invest beyond routine maintenance must be able to recover costs through rent and called for clear, workable rules. As they put it:⁶⁶

“If the exception process is unclear or too restrictive, it risks incentivising landlords to avoid necessary investment in their properties, or to exit the sector altogether.”

During a Public Hearing they added: “If rent increases outside the cap are to be permitted for substantial improvements, there must be a straightforward, evidential process. Otherwise, landlords and tenants alike will be left in the dark about their rights and obligations.”⁶⁷

They further queried “what an improvement to the tenant's benefit means,” urging “clear, transparent guidance” from the Minister and recommending that exceptions be set out in Regulations (not Orders) for Assembly scrutiny.⁶⁸

Evidence from the JEAA highlights that market rent is unit-specific, considering things like specification, location, condition, etc. and suggested that the Tribunal's membership should include day-to-day market expertise and/or routinely hear expert witnesses to ensure decisions are accurate and well-informed.⁶⁹

Margaret Thompson's submission also urged a real-time rent register, so the Tribunal has current, granular comparables rather than lagged or general figures.⁷⁰

⁶⁵ [Letter - Propertymark - 19th May 2025](#)

⁶⁶ [Letter - JLA - 16th May 2025](#)

⁶⁷ [Transcript - Public Hearing - JLA - 23 May 2025 - pg. 17](#)

⁶⁸ [Transcript - Public Hearing - JLA - 23 May 2025 - pg. 17](#)

⁶⁹ [Transcript - Public Hearing - JEAA - 9 June 2025 - pg. 29](#)

⁷⁰ [Letter - Fine & Country - 14th May 2025](#)

Given the stakeholder concerns, the Panel examined how the exemptions would work in practice and also considered this in light of two risks: that the exemptions could be used to sidestep the rent increase limit; and that landlords acting in good faith could be “caught out” by misapplying an exemption and inadvertently imposing an unlawful increase.

The Panel questioned how objective and consistently applied the tests in Article 7D could be, the Minister acknowledged that primary legislation cannot carry all the detail and committed to co-producing clear guidance pre-commencement:⁷¹

“Guidance will be the key part... we will... consult with people who are potentially wanting to use the system to try to make sure it is as clear as possible.”

On the “improvements” exception, the Panel notes the Tribunal will need landlords to evidence works that go beyond routine maintenance and demonstrably benefit the tenant, rather than simply meeting minimum standards or cosmetic upgrades. Officials indicated the Tribunal would expect supporting evidence of works and accept that “there is always going to be an element of judgment,” with processes maturing over time.⁷²

The Minister was asked how landlords would decide whether the market-rent exception applies:⁷³

Minister for Housing: “They would look at what is currently on the market, what is comparable to their offer, and use their judgment on that basis.”

Deputy A.F. Curtis: “That would be advertised rents, would it?”

Minister for Housing: “Yes.”

The Panel also notes its earlier finding that tenants will hold responsibility for challenging the application of exception that they believe to be incorrect or unjustified.

KEY FINDING 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.

However, when adjudicating a tenant’s challenge under the “significantly below market rent” exception, the Panel expected the new rents-charged data scheme (which will be scrutinised in its own right in Chapter 2 – Rents Charged Data) to inform the Tribunal’s decisions. At the First Public Hearing, the Head of Strategic Housing and Regeneration confirmed otherwise:⁷⁴

“The raw data will not be given to the Tribunal for use in individual dispute resolution. The intention is to use aggregated, anonymised statistics... not to supply specific rent figures for specific tenancies to the Tribunal.”

In the absence of raw data, the Panel asked how “significantly below market rent” would be assessed by the Tribunal. The Minister said, “We will collect data from these proposed

⁷¹ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 8](#)

⁷² [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 23](#)

⁷³ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 10](#)

⁷⁴ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 24](#)

changes, and then the Rent Tribunal itself will... have to come up with processes for doing that.”⁷⁵

KEY FINDING 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.

As a consequence of this finding, the Panel sought to understand whether market actors believed that, in the absence of actual rents charged data, the Tribunal would be able to make informed and consistent rulings on what market value was. In a Public Hearing, the JEAA was asked “Do you think the data is there at the moment to inform a tribunal to be consistent?”, their answer:⁷⁶

“Committee Member 1, Jersey Estate Agents’ Association: I think they need data.

President, Jersey Estate Agents’ Association: Well they would need data.”

Panel Commentary

Rent Limit Increase

In considering whether to amend the rent increase limit, the Panel recognised that the Minister’s case for introducing statutory rent stabilisation drew on anecdotal reports, general concerns and data statistics on affordability, historic local and international policy recommendations and references to policies in other jurisdictions.

The Panel further noted the Minister’s explanation that the proposed threshold was intended to act as a proportionate safeguard, aligned with existing landlord practice and supported by international guidance on soft rent control models.

Turning to the Expert Advisor’s Recommendation 20 (whether the cap should now be set higher, lower, removed, or left unchanged), the Panel weighed the available evidence and concluded 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, given the Panel’s earlier findings that no economic impact assessment had been undertaken on the impact of the rent increase limit, rental data are currently limited, and that the measures had been widely contested by stakeholders, the Panel believes that there is need to keep it under Review. The Panel therefore recommends that the Minister Review the effectiveness and implementation of the rent-increase limit and report the results to the States Assembly within two years of commencement, and every two years thereafter. This timetable allows early intervention and aligns with the first biennial collection of rents-charged data. Regular reporting will enable the Assembly to make informed decisions on whether to retain, adjust, or remove the limit via Regulations.

KEY FINDING 16: Based on the evidence available, there is no justification at this time to recommend changing the 5% or RPI limit.

⁷⁵ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 23](#)

⁷⁶ [Transcript - Public Hearing - JEAA - 20 May 2025 - pg. 29](#)

RECOMMENDATION 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.

Regulation-Making Powers

The Panel considered the merits of restricting any future change to the limit to an “upward-only” approach by Regulations in light of Expert Advisor Recommendation 18. While a one-directional mechanism would reassure landlords, the Panel concluded it could unduly constrain the Assembly’s ability to respond to economic shocks or volatility. The Panel therefore favours retaining flexibility in both directions but will set a statutory floor of 5% to avoid reductions below that level to provide greater certainty to Islanders.

This judgment was made against the backdrop of stakeholder concerns about fairness and regulatory burden, and the Panel’s earlier conclusion that the rent-stabilisation model is a passive “back-stop” whose effectiveness depends on landlords’ routine compliance and tenants recognising when an increase may breach the statutory limit or rely on an invalid exemption. Protecting against unexpected downward revisions to the cap supports stability without removing necessary flexibility.

The Panel considered the suggestion 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 will be seeking to amend the law 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 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%.

Exceptions to Rent Increases

The Panel has found that Article 7D allows for two exceptions to the rent limit increase: tenant-benefiting improvements or where the current rent is significantly below market rent. Stakeholders raised concern about the uncertainty of “market rent” and “improvements to the benefit of the tenant”, warning this could result in inconsistent or subjective decisions, and that both landlords and tenants would lack predictability when applying or contesting rent increases.

The Panel also found that only aggregated and anonymised statistics were expected to be shared with the Rent Tribunal in assisting its dispute judgments on whether an increase was lawfully exempt, requiring it to determine market rent.

The JEAA stressed the need for specific, granular and time-sensitive rental data from commencement. In the absence of such data, the Panel remains seriously concerned that the Tribunal’s ability to assess exemption appeals fairly and consistently will be undermined.

This was echoed in the Expert Advisor’s Report which flagged that without clear definitions or guidance, the Tribunal’s decision-making could become inconsistent and lack transparency recommending that the Panel urges the Minister to publish draft Tribunal guidelines as soon as possible (Recommendation 26).

KEY FINDING 17: There are evidential and practical uncertainties in applying the exceptions to the rent increase limit, 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.

While, the Minister has acknowledged that primary legislation cannot contain all of this detail and has committed to co-producing guidance ahead of commencement, the Panel considers the commitment as essential. As such, the Panel recommends that clear, user-facing guidance should define “tenant-benefiting improvements” with practical examples and set out an evidential approach for “significantly below market rent”.

RECOMMENDATION 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.

Chapter 2 - Rents Charged Data

Introduction

The Amendment Law introduces a brand-new system for collecting and monitoring data on rents charged across Jersey’s rental sector.

Under Article 7G, landlords will be required to submit information on, and relating to, the rent they charge. The specific details to be collected will be set out by Order, made under Article 23(2)(b) and (c).

Article 7G(1)(b)(ii) provides that this data may be used by the Minister to inform the Rent Tribunal, creating a formal link between the data collection process and the rent regulation framework. The Panel highlights the evidence presented in the previous chapter confirming that the raw data will not be shared with the Tribunal.

Minister’s Aims & Objectives

The Minister’s intent with the rents charged data scheme is to fill a significant evidence gap in Jersey’s rental sector by systematically collecting information on actual rents being paid. At present, the Island relies on advertised rental prices and anecdotal evidence, both of which fail to accurately reflect what tenants are actually paying.⁷⁷

By requiring landlords to submit data on rents charged through the Rented Dwellings Licensing Scheme the Minister aims to create a robust, up-to-date dataset that will support better policymaking and provide greater transparency to both tenants and landlords about market conditions.⁷⁸

⁷⁷ [Draft Residential Tenancy \(Jersey\) Amendment Law 202-](#)

⁷⁸ [Draft Residential Tenancy \(Jersey\) Amendment Law 202-](#)

The Minister's Accompanying Report outlines that the intended approach is deliberately designed to minimise administrative burden for landlords by collecting rent data in parallel with biennial licence renewals, while remaining flexible about what information is required through Ministerial Orders rather than primary law.⁷⁹

Given that the Rented Dwellings Licensing Scheme began in 2024, the first data collection point under the new Rents Charged Data scheme will be in 2026, with the next subsequent collection in 2028.⁸⁰

KEY FINDING 18: The first data collection point under the new Rents Charged Data scheme will be in 2026 with a subsequent collection in 2028.

Expert Advisor's Report

The Expert Advisor supports the proposal to collect data on rents charged as part of the new Rented Dwellings Licensing Scheme, viewing it as the most efficient method to routinely gather comprehensive rental market information while minimising bureaucracy for landlords.⁸¹

However, the Expert Advisor highlights that the specifics of how this rent data will be used remain unclear, particularly in relation to its provision to the Rent Tribunal. While he notes that it is not currently intended for the Tribunal to receive raw rental data, due to concerns about direct property-to-property comparisons, aggregated reports may be helpful as data collection matures. The Expert Advisor notes that the process for data collection and its integration into Tribunal decision-making is still under development and will depend on further Ministerial Orders and policy work.⁸²

As a result, the full implications for landlords and the utility of the data are unknown at this stage, he suggested that the Panel may wish to seek further clarity as the system develops, however no specific recommendation is made.

Evidence

The data scheme was not referenced in any responses to the Tenants' Survey, nor the individual landlords' submissions.

During a Public Hearing, the Panel asked the JLA for their views on the Minister's proposals for data collection in the rental sector, specifically pressing on the adequacy of the existing two-year data collection cycle. The JLA confirmed they were in favour of improved and more frequent data collection, stating that annual or even more regular submissions of data by landlords could benefit policy making and lead to better decision making within the States Assembly.⁸³

While acknowledging that landlords might not welcome the additional administrative burden, the Chair expressed that the Association recognised the wider benefits of more robust data collection for the market as a whole. They also indicated willingness to cooperate with any

⁷⁹ [Draft Residential Tenancy \(Jersey\) Amendment Law 202-](#)

⁸⁰ [Rented dwellings licensing toolkit](#)

⁸¹ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

⁸² Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

⁸³ [Transcript - Public Hearing - JLA - 23 May 2025 - pg. 18](#)

new data collection scheme, provided it would contribute to more evidence-based policy decisions in the future.⁸⁴

During its questioning with the Minister, the Panel sought clarity on how the rent data collection scheme would work in practice, recognising both the potential benefits and administrative challenges involved.

The Minister explained that discussions were ongoing and that the approach would likely mirror existing practices in the sales market:⁸⁵

“So, the discussion at the moment is that we are looking to work with Statistics Jersey to provide an enhanced statistical report, much like we have with the House Price Index for the overall sales market in Jersey. We would be able to provide a similar report in relation to the rental market...”

The Panel highlights the Head of Strategic Housing and Regeneration’s comments on providing the Tribunal with “aggregated, anonymised statistics” that were discussed in the previous chapter. As well as their comment that the operational details have yet to be finalised:⁸⁶

“ We are working with our colleagues in regulation who would ultimately take on the role of managing the data collection and working really closely with Statistics Jersey because they will ultimately report on the data. So there is a lot of fine-tuning that will come in terms of how and what, and the law enables us to define that through an order later on.”

KEY FINDING 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.

Panel Commentary

The Panel welcomes the Minister’s commitment to closing the longstanding data gap in Jersey’s rental market through the introduction of a statutory rents charged data scheme. The new provisions will for the first time require systematic collection of actual rents charged, creating the basis for more transparent, evidence-based policymaking and improved market oversight.

The Panel acknowledges that operational details, particularly regarding how rent data will be shared with the Rent Tribunal are still under development and will require ongoing scrutiny. Accordingly, the Panel expects the Minister to keep both the design and operation of the data collection process under Review and to consult widely with landlords, tenants and relevant bodies to ensure the system delivers its intended benefits without imposing unnecessary bureaucracy.

The Panel notes that the first data collection cycle will be in 2026, with a subsequent collection in 2028. However, due to concerns raised in light of the Tribunal’s decision-making for

⁸⁴ [Transcript - Public Hearing - JLA - 23 May 2025 - pg. 18](#)

⁸⁵ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 23](#)

⁸⁶ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 12](#)

exceptions to the rent increase limit, the Panel recommends that the Minister prioritises the collection and publication of reliable rent data for use by the Rent Tribunal as a matter of urgency when it becomes available.

RECOMMENDATION 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.

Furthermore, while the Panel recognises the strengths of integrating rent data collection into the Rented Dwellings Licensing Scheme, it remains concerned that the current proposal for biennial (two-yearly) reporting may not provide data with sufficient timeliness or granularity to track trends and inform policy decisions effectively. In line with the positive engagement from the Jersey Landlords' Association and the Expert Advisor's analysis, the Panel sees merit in moving towards more frequent data collection as the scheme matures.

RECOMMENDATION 4: The Minister should increase the frequency of the biennial rent data collection where possible.

Chapter 3 - Rent Tribunal

Introduction

Under the Amendment Law a new Rent Tribunal will be established, a body that did not exist under the 2011 Law. The Rent Tribunal will be accompanied by the repeal of the Dwelling Houses (Rent Control) Jersey Law 1946 and its Rent Control Tribunal, which has remained unused for nearly 20 years.

The Rent Tribunal provides a statutory forum to apply and enforce the rent-stabilisation provisions of the Amendment Law, the process for which has already been discussed in Chapter 1 – Rent Stabilisation, under the heading *Exceptions & Appeals to Rent Increases - Article 7E*.

The Tribunal will operate independently from the Minister and Government and will be run as part of the Judicial Greffe's Tribunal Service. The procedural details for day-to-day operation will be set by secondary legislation.

Establishment, Membership & Procedures of the Rent Tribunal – Articles 13A-Q

The Rent Tribunal is established under Article 13A of the Amendment Law.

Article 13B(3) stipulates that the Rent Tribunal members will be appointed by the States Assembly on the recommendation of the Minister, following consultation with the Jersey Appointments Commission (the "JAC").

The Chair or Vice-Chair must be legally qualified (i.e., hold a law degree or similar qualification from a university or other organisation, as approved by the Judicial Greffier – as stated in Article 13B(4)(e)). A quorum relies on the presence of a chair and two other members (usually lay members), but there is no upper bound on the number of lay members that can be appointed. All members must have appropriate experience in matters of housing and residential tenancies and be otherwise suitable for the position (Article 13B(4)(a)). The Minister has the ability to remove the requirement for the Chair or Vice-Chair to hold legal qualifications via an order-making power under Article 23(2)(ld).

Members who have held offices listed in Schedule 1 to the Employment of States of Jersey Employees (Jersey) Law 2005 are not allowed to sit as a Tribunal Member (Article 13B(4)(d)).

Article 13C provides that Tribunal members will serve fixed three-year terms, renewable for a maximum of nine years.

In addition, statutory rules for the procedural elements of the Tribunal will be set by Order.

Tribunal Hearings and Decisions – Articles 13G, I & J

The Amendment Law sets out that the Tribunal's decisions will be made by a simple majority (Article 13G). Article 13I mandates that Tribunal hearings will generally be held in public and Article 13J stipulates that the Tribunal may publish a report of its decision on any proceedings, including those held in private, unless the chair is "satisfied that there are good reasons not to".⁸⁷

Appeals to Tribunal Decisions – Article 13H

Article 13H sets out the process by which decisions of the Rent Tribunal can be challenged in the Royal Court. Under this Article, the right to appeal is restricted to appeals brought only on a point of law, not on the facts or merits of a Tribunal decision.

To start an appeal, the party must apply for leave (permission) to appeal, either from the Rent Tribunal itself or, if that is refused, from the Royal Court. The application must be made within 28 days of being notified of a decision.

Tribunal Awards

Article 18B stipulates that the person to whom an amount must be paid or repaid under the Amendment Law may apply to the Petty Debts Court to recover the amount as a civil debt.

Order-Making Powers

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.

As a safeguard, the Minister must consult the Judicial Greffier before issuing any Order that alters the Chair's or Deputy Chair's qualifications, modifies member pay, restricts public

⁸⁷ [Draft Residential Tenancy \(Jersey\) Amendment Law 202-](#)

access to hearings, or otherwise affects the Tribunal’s core composition, remit or procedural guarantees.

KEY FINDING 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, and pay, with a mandatory consultation with the Judicial Greffier on any Orders affecting core Tribunal functions.

Minister’s Aims & Objectives

The Minister’s aim in establishing the Rent Tribunal is to create an independent, statutory body to oversee and enforce the new rent stabilisation provisions of the Amendment Law. Its main function is to adjudicate disputes between landlords and tenants over rent increases within the lifespan of an existing tenancy and importantly it is not there to set rents at the start of any new agreements.⁸⁸

Expert Advisor’s Report

The Expert Advisor’s Report noted that, in England, the Renters Reform Bill 2024 enables tenants to challenge rent increases at the “First-tier Tribunal”, which compares proposed rents to current market rates. This provision is intended to prevent landlords from using excessive increases to indirectly force tenants out.⁸⁹

The Advisor also sets out similar Tribunal functions in Scotland, New Zealand and the Netherlands that demonstrate a range of models that strengthen tenant protections, enforce rent control, and provide accessible tribunal systems for resolving disputes.⁹⁰

The Expert Advisor confirms that Tribunal’s jurisdiction is limited to rent increases within an existing residential tenancy; it does not set or Review rents between tenancies, nor can it lower increases below the statutory cap. Its decisions, valid until the next rent Review, may only be appealed on legal grounds. All other residential-tenancy issues remain within the exclusive jurisdiction of the Petty Debts Court.⁹¹

Evidence

Given that the Rent Tribunal users will be individual tenants and landlords in proceedings where a tenant has brought a challenge to a landlord’s rent increase, the Panel sought to find out whether tenants were likely to use the Tribunal and whether there were any perceived barriers to access at this point. When asked about what factors would pose a barriers tenants’ use of the Tribunal, out of 248 responses, 135 were concerned about any unforeseen costs arising, 115 raised the impact on their relationship with their landlord, 98 mentioned the length of time the process might take, 87 said they were concerned about the Tribunal being held in public and 20 specified other concerns.⁹²

⁸⁸ [Draft Residential Tenancy \(Jersey\) Amendment Law 202-](#)

⁸⁹ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

⁹⁰ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

⁹¹ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

⁹² [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

It should be highlighted that the Minister has confirmed in multiple settings that tenants will not incur a fee for using the Rent Tribunal.

The Panel was surprised to learn that the Tribunal being held in public was not a more significant factor in posing a barrier to tenants' use of the Tribunal, especially in light of The Law Society of Jersey's concern that "The proposal that the Rent Tribunal must operate as a public tribunal is not considered appropriate. Jersey is a small community, and the implications of airing of such matters in a public forum must be very carefully considered."⁹³

From those that selected "Other concerns" many tenants' comments expressed a perceived lack of trust in the Tribunal with many feeling that the system would still favour landlords with membership being dominated by landlord-friendly individuals. A few referenced bad experiences with unregulated agents, including mental health impacts from feeling pressured or threatened with eviction. Some supported public hearings by default, while others preferred to negotiate directly with their landlord or through the Courts if disputes arose.⁹⁴

Landlords and their representative bodies broadly support the Minister's objective of establishing a Rent Tribunal to adjudicate disputes, but some warn that ambiguous procedures, potential political influence over appointments and delays in obtaining reliable rent data could undermine its effectiveness. These will be considered in more detail below.

Interestingly, the Rent Tribunal was not a considerable feature of the written submissions from individual landlords, however the following concerns were raised:⁹⁵

"If a tenant challenges their landlords about a rent increase and goes to the tribunal, no doubt there will be tension between the landlord and the tenant whichever way it results."

This mirrors the Tenants Survey responses that felt the impact on their relationship with their landlord would pose a barrier to them using the Tribunal.

KEY FINDING 21: The Review's evidence suggests broad, albeit weak support for the establishment of a Rent Tribunal.

The Panel questioned the Minister and Officers on tenants' concerns, particularly on access and perceived barriers. In response, the Head of Strategic Housing and Regeneration said procedures will be built to be "as accessible to the lay members of public as we possibly can," with the clear intent to avoid "creating an industry for legal representation".⁹⁶ They noted that the aim was to establish a user-friendly, self-representation model, within which parties may still choose to include professional input. It was also acknowledged tenants can be at a natural disadvantage and as such a commitment had been made to making the appeals process clear and comfortable for self-representation.⁹⁷

⁹³ [Letter - LSJ - 23rd May 2025](#)

⁹⁴ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

⁹⁵ [Submission – Anonymous 21 – 19th May 2025](#)

⁹⁶ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 47](#)

⁹⁷ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 47](#)

The Panel also sought comments from the Magistrate's Court. Within their response the Magistrate's Court Greffier noted that timely determination of applications by the Rent Tribunal would be essential to its success functioning. The Magistrate's Court Greffier suggested that it may be helpful for the legislation or associated procedural rules clearly to set out the legal status of Rent Tribunal decisions and that they are enforceable as a civil debt.⁹⁸

The Expert Advisor offered a recommendation based on the Magistrate Court Greffier response that Rent Tribunal decisions should be explicitly enforceable as civil debts, and it was suggested that mirroring the approach in Article 93 of the Employment (Jersey) Law 2003 would aid consistency (Recommendation 21). Because broader tenancy matters remain with the Petty Debts Court, the Expert Advisor stressed the importance of clearly defined boundaries between the two jurisdictions.⁹⁹

In light of this, during the Second Public Hearing, the Panel sought clarification about the status of Tribunal awards. The Minister responded that awards would be immediately enforceable as civil debts: "the provisions of the law would already apply, and it is a debt."¹⁰⁰ This is consistent with the Viscount's submission which reads: "new Article 18B) for the recovery of amounts to be paid or repaid under the law are to be recovered as a civil debt through court procedure in the usual way."¹⁰¹

Given that the Rent Tribunal will be operated and administered by the Judicial Greffe as part of their Tribunal Service, the Panel sought early comments from the Judicial Greffier on the proposals.¹⁰²

Within her response, the Judicial Greffier strongly supports the decision to limit the Tribunal's function to rent increase appeals only. She highlights that broadening the remit to all landlord/tenant matters would have a significant impact on resources, budget and staffing.¹⁰³

Notably, the Judicial Greffier stated that it would be very difficult to predict the number of cases the Tribunal would handle each year. The Greffier suggests a range of 40 to 120 hearings per year as a notional minimum and maximum but admits this is speculative. If the actual number of cases exceeds these estimates, the Greffier highlights a risk that the Tribunal could become overloaded, requiring a pause or slowdown in service until more resources are secured.¹⁰⁴

Furthermore, she notes that while efficiencies and pooling of resources are possible within the wider Tribunal Service offered by the Judicial Greffe, each new tribunal brings additional responsibilities that cannot always be absorbed within existing budgets and staff. A new staff member will be required, and there would be a finite budget for the Tribunal Service. The

⁹⁸ [Letter - Magistrate's Court - 3 June 2025](#)

⁹⁹ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

¹⁰⁰ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 19](#)

¹⁰¹ [Letter - Viscount's Department - 26 June 2025](#)

¹⁰² [Letter - Judicial Greffe - 15 May 2025](#)

¹⁰³ [Letter - Judicial Greffe - 15 May 2025](#)

¹⁰⁴ [Letter - Judicial Greffe - 15 May 2025](#)

Greffier emphasises that any increase in its remit or volume of cases could require further funding, which may not always be readily available.¹⁰⁵

The Judicial Greffier set out the budget requirements that have been identified to date:

“We are presently applying for a total of £149,189.90 for 2026 and a similar, slightly decreased amount for 2027-2029 and going forward. The total budget required includes provision for a staff member. In so far as that part of the budget is concerned, £90,000 is already available in another department. The proposal is that the £90,000 would be transferred from that department to the cabinet office and then to the Judicial Greffe. For 2026, the new budget sought would be £59,189.90.”¹⁰⁶

However, the Judicial Greffier also highlighted two proposals to mitigate the risks associated with the increase in the number of tribunal hearings, that include management of a tribunal diary and the availability of rooms within the Royal Court building:

- *“Each additional case will need to be slotted into the tribunal diary on an ad hoc basis. How quickly that can happen will depend on the extent to which the tribunal rooms are already being used. There is a risk of delay in hearing any tribunal case, however we anticipate that this would not become disproportionate.”*
- *A room will be available in the Royal Court building on an ad hoc basis. It is used for other purposes and therefore it will not be able to be used continuously. This room is currently being refurbished as an additional tribunal/court room. The technology required is being purchased out of our existing budget without any additional cost to the public purse.”¹⁰⁷*

The Panel asked the Minister to respond to the Judicial Greffier’s concerns during its Second Public Hearing. The Panel pressed on the Tribunal’s anticipated caseload, noting the Judicial Greffier’s submission that stated the Tribunal might expect around three cases per month. The Minister admitted, “It is our best stab at it. We will not know and that is one of the difficult things in judging these.” The Minister clarified that this figure was based partly on evidence from Citizens Advice about how frequently such disputes arise, but acknowledged it was ultimately just an estimate.¹⁰⁸

When asked what would happen if the Tribunal was overwhelmed by cases, the Head of Strategic Housing and Regeneration explained that close cooperation with the Judicial Greffe would be essential:¹⁰⁹

“In the early days of the tribunal being functional we would have to monitor it very carefully, but ... the transitional provisions is going to soften its use over the introductory years ... we should start to see it with good foresight that the use of the

¹⁰⁵ [Letter - Judicial Greffe - 15 May 2025](#)

¹⁰⁶ [Letter - Judicial Greffe - 15 May 2025](#)

¹⁰⁷ [Letter - Judicial Greffe - 15 May 2025](#)

¹⁰⁸ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 12](#)

¹⁰⁹ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 13](#)

tribunal is increasing and we could work with the Greffier to develop any additional business case that may be needed to increase the capacity of the tribunal.”

KEY FINDING 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.

Given these concerns, the Panel also raised concerns that new bodies are sometimes heavily used at first, as the public tests out the new system, referencing recent experience with other complaint bodies in Jersey. The Minister accepted that he wanted people to use the Tribunal if they had suffered an injustice: “I want tenants to feel empowered to be able to go to this tribunal and say: ‘I am suffering an injustice and please rectify that for me.’” However, he reiterated that the transition period would stagger eligibility, softening any initial surge in demand.¹¹⁰

The Expert Advisor also acknowledged the difficulty in predicting demand, suggesting that early uptake by tenants testing the system could result in an initial spike. He notes that the absence of application fees may encourage participation, although tenant concern about damaging relationships with landlords may moderate that use. He makes a recommendation that Panel “consideration be given to a gateway or filter mechanism to ensure that frivolous or obviously unmeritorious matters are not brought before the Tribunal” (Recommendation 25).¹¹¹

In light of this, the Panel queried whether the Tribunal would have powers to filter out applications that clearly did not breach the law, to avoid the risk of overwhelm and to filter out meritless claims. The Minister confirmed: “You have to apply, yes,” and said that not all applications would be heard in full if they were plainly out of scope. The Head of Strategic Housing and Regeneration added, “We will be looking to make sure that application forms have a natural ability to filter through when somebody has not actually experienced a breach of the law or something that could cause a legitimate claim to the tribunal.”¹¹²

KEY FINDING 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.

In considering the membership of the Tribunal, the Panel highlights its earlier finding that adjudicating exceptions to the rent-increase limit will require precise, evidence-based judgments. This means that the Tribunal’s membership composition is critical. As the JEAA emphasised, it should include members with day-to-day market expertise and/or routinely hear expert witnesses to ensure accurate, well-informed decisions.¹¹³ The Expert Advisor also stressed that eligibility criteria should be open and inclusive, with a balanced membership to maintain fairness and legitimacy (Recommendation 24).

¹¹⁰ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 14](#)

¹¹¹ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

¹¹² [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 15](#)

¹¹³ [Transcript - Public Hearing - JEAA - 20 May 2025](#)

As such, the Panel pressed the Minister on how the qualifications and composition of the Rent Tribunal would be determined. The Minister confirmed that the “principles of the composition of the Tribunal is set out in the primary legislation,” including the requirement for “a legally qualified chair.”¹¹⁴

The Head of Strategic Housing also referenced Article 13B(3) which requires that the Rent Tribunal members will be appointed by the States Assembly on the recommendation of the Minister, following consultation with the Jersey Appointments: considering this “the ultimate safeguard”.¹¹⁵

The Minister also assured the Panel that “conflict of interest is a fundamental thing to have dealt with,” and that such safeguards would be written into the Tribunal’s processes. The Minister went on to explain that a “reasonable amount” of detail on membership and terms of reference would only be available once the Amendment Law was approved, as preparatory work cannot be undertaken until the Tribunal’s creation is confirmed in law.

Moreover, the Head of Strategic Housing and Regeneration explained that no “appointed day” was included in the law, so that administrative work and the drafting of secondary legislation could proceed as soon as the Amendment Law was passed, allowing the Tribunal to be operational as quickly as possible. The timeframe for the Rent Tribunal establishment will be considered further in Chapter 13 – Transitional Period & Sequencing. The Expert Advisor observed that because much of the Rent Tribunal’s operation will be determined by secondary legislation, scrutiny would be limited: compounding uncertainty about its practical functioning.¹¹⁶ The JLA also stresses that while “a new Rent Tribunal is proposed to enforce rent control exemptions,” there remains “a lack of guidance on how it will operate”.¹¹⁷

In practice, this means Ministerial Orders will be used to specify much of the detail of its operations and procedures. Set against the “passive” rent-stabilisation model described in Chapter 1, the Expert Advisor warned that these Order-making powers could compromise that passivity. He identifies that Article 7D(4); and proposed Article 23(2)(la) grant the Minister with the power to require landlords to apply to the Tribunal for approval to raise rents above the cap. He recommended removing this power to preserve the passive function (Recommendation 22).¹¹⁸ This also aligns with the JLA’s objection to Orders compelling landlords to apply to the Tribunal.

The Expert Advisor’s Report also raised caution that the Chair and Deputy Chair’s legal-qualification requirements could be removed via Ministerial Order. To protect consistency and legal standards across Jersey’s tribunals, it was recommended that any changes to qualifications should be subject to Regulations and require consultation with the Judicial Greffier (Recommendation 23).¹¹⁹ Within their written submissions, JLA also challenged the proposal to let the Minister remove the legal-qualification requirement for the Chair and Deputy

¹¹⁴ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 42](#)

¹¹⁵ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 47](#)

¹¹⁶ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

¹¹⁷ [Letter - JLA - 16th May 2025](#)

¹¹⁸ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

¹¹⁹ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

Chair, arguing that, without States Assembly approval, authority is unnecessarily concentrated in the Minister and that this bypasses legislative oversight.¹²⁰

KEY FINDING 24: The Expert Advisor notes that the Rent Tribunal's establishment relies heavily on secondary legislation, including Ministerial Orders, at this point, that creates uncertainty and limits effective scrutiny.

Panel Commentary

Given the central importance of the Rent Tribunal to the effectiveness and credibility of the Amendment Law, the Panel was determined to ensure the Tribunal is set up for maximum success.

Establishment, Membership & Procedures

While the Panel notes that the appointment of members will require consultation with the JAC as well as States Assembly approval, the Panel remains concerned about the Order-making power in Article 13B(4)(e) and proposed Article 23(2)(ld) which grant the Minister with the power to remove the requirement for the Chair or Vice-Chair to hold legal qualifications.

The Panel considers the requirement for a legally qualified and highly knowledgeable Chair or Vice-Chair as a critical safeguard to be integral not just to the technical accuracy of decisions, but to ensuring public trust and confidence in the Tribunal's independence and competence. As noted in the Evidence section, the JEAA emphasised that day-to-day market expertise (and/or routine expert evidence) will be integral to accurate adjudication on rent-cap exceptions.

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 has agreed to seek 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 will also aim 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.

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.

The Panel also notes an amendment from the Minister (P.24/2025(Amd.2)) to widen the eligibility for Tribunal membership. The amendment was developed from feedback challenging Article 13B(4)(d) and will remove the lifetime ban on former Schedule 1 office holders serving on the Rent Tribunal, allowing them to be eligible after a two-year window. The Panel notes that this amendment will bring them in line with other ex-government or elected officials.

¹²⁰ [Letter - JLA - 16th May 2025](#)

As a consequence, the Panel is satisfied that the existing requirement for ministerial nomination in consultation with the Jersey Appointments Commission, combined with the statutory legal-qualification and sector-experience criteria, ensures an open process and a balanced Tribunal bench without the need for further measures: rejecting Expert Advisor Recommendation 24.

In response to Recommendation 25, the Panel is content with the Minister and the Head of Strategic Housing and Regeneration's confirmation that, while every dispute must begin with a formal application, the Tribunal's procedural rules and application form will be designed to sieve out claims that are plainly out of scope. As such it expects that applicants who cannot demonstrate a breach of law or a legitimate basis for Review will be identified at the intake stage and need not proceed to a full hearing, ensuring the Tribunal remains focused on only applicable cases.

Hearings & Decisions

The Panel welcomes the Minister's commitment to making the Rent Tribunal as user-friendly and accessible, noting that it will be free of cost for use by all parties. The Panel has already made a recommendation that user-facing guidance is published prior to commencement on the exceptions to the rent increase limit within Chapter 1 – Rent Stabilisation.

The Panel is also content, in light of the responses received to the Tenants' Survey, that hearings being held in public was not the most prominent barrier to perceived access.

However, the Panel remain concerned about the lack of procedural guidance for the Tribunal's decision-making processes in light of the evidence from the JEAA on expertise, the Judicial Greffier's call for procedural clarity, the JLA's concerns about the current lack of operating guidance and the Expert Advisor's Recommendation 26 to publish draft Tribunal guidelines given the heavy reliance on secondary legislation. Therefore, the Panel recommends that, in consultation with the Judicial Greffier, the Minister develop guidance for the Rent Tribunal's decision-making in collaboration with the Judicial Greffe before the Tribunal is operational.

RECOMMENDATION 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.

Appeals to Tribunal Decisions – Article 13H

The Panel agrees with the Expert Advisor's Report that considers the limited scope of appeals to Tribunal decisions to legal contents only, as a sensible safeguard that will help prevent lengthy and unnecessary litigation. The Expert Advisor also notes that while one or two appeals on legal points are likely in the early stages, over time the Tribunal will build up experience and a body of precedent. This accumulated expertise should enable the Tribunal to operate effectively and decisively, reducing the likelihood of drawn-out legal challenges. As such, the Panel is satisfied that Article 13H strikes the right balance between ensuring access to justice on points of law and promoting the efficient operation of the Tribunal system.

Tribunal Awards

In respect of the enforceability of Tribunal decisions, the Panel carefully considered whether the Amendment Law provides a clear and robust mechanism for the enforcement of Rent

Tribunal decisions, particularly in light of the Magistrate's Court letter and the Expert Advisor's Recommendation 21.

While the Amendment Law is less detailed than Article 93 of the Employment (Jersey) Law 2003, the Panel notes that all essential elements for effective enforcement are included. The Rent Tribunal itself does not directly order one party to pay another. Instead, a decision by the Tribunal creates a legal obligation to pay or repay a sum, as set out under new Article 7F(4) of the law.

This obligation can be enforced through the Petty Debts Court under new Article 18B, which allows the person entitled to recover the amount through the Court. The Panel highlights that, under Article 16(4) of the 2011 Law, the usual monetary limit of the Petty Debts Court is overridden for these cases, ensuring that all Tribunal awards can be pursued there, regardless of the amount. Additionally, in future, if changes to the enforcement regime are required, Article 24(1)(d) provides for Regulations to amend the Tribunal's powers and functions. As such, the Panel is satisfied that the Amendment Law contains all necessary provisions for Tribunal awards to be enforceable as civil debts and that no further amendment is required: Advisor Recommendation 21 was rejected.

Order-Making Powers

Given the Panel's earlier finding that the Amendment Law grants the Minister broad authority to set the Rent Tribunal's day-to-day operations and 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 will bring forward a proposed 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.

AMENDMENT A3: To remove the Order making power in Article 7D(4) and proposed Article 23(2)(a), in order that the Tribunal retains its passive nature as advertised, and that this cannot be altered by ministerial fiat.

Chapter 4 - Tenancy Types and Security of Tenure

Introduction

Under the 2011 Law, tenancies could be fixed term (ending automatically at a set date unless renewed) or periodic (rolling).

The Amendment Law reforms this into a default periodic system, with an optional introductory fixed term of up to three years.

Every new tenancy must be either:

- A tenancy with an initial fixed term of up to three years, or
- a periodic tenancy.

Article 6(3) will end back-to-back fixed-term tenancy agreements by mandating that as soon as an initial fixed-term tenancy ends, the parties cannot start another fixed term. Additionally, Article 6(5) prohibits a tenancy from being granted, created or extended by tacit renewal. The report will consider how tenancies are ended in Chapter 5.

The Amendment Law allows for a fixed-term tenancy to transition into a statutory periodic tenancy if neither party ends the tenancy before the end of the fixed term, and this process is now clearly regulated.

Finally, Schedule 1, Paragraph 3 requires every tenancy agreement to clearly state:

- That there is an initial term (and its length or end date), or
- that the tenancy is periodic from day one.

Minister's Aims & Objectives

During the Minister's speech during the Principle Debate, the Minister clarified his policy aim for introducing this new tenancy regime: ¹²¹

"...the Amendment Law seeks to improve security of tenure by establishing a new tenancy type that will be periodic by default but does allow for one use of a fixed term when appropriate for managing expectations or granting the landlord the safety of a probation period with a new tenant. The effect of this is to abolish revenge evictions and, therefore, the threat of revenge evictions too."

While the intent is clear: to improve security of tenure, the Panel understands that the policy objectives of achieving this are three-fold.

First, the Minister intends to build in a "probation period" by permitting an optional initial fixed term of up to three years. During this time, either landlord or tenant can end the arrangement under clear notice rules, allowing both parties to test the relationship without plunging the tenant into housing uncertainty or compelling the landlord into an open-ended commitment.

Second, the tenancy type reforms seek a balance between tenant security and landlord flexibility. Once any initial term ends, tenancies convert automatically to periodic status, but landlords can still regain possession for specified reasons (Grounds for Notice will be considered fully in Chapter 5).

Third, the Minister abolishes the old practices of chaining fixed-term contracts and silent renewals or non-renewals, improving clarity and transparency.

KEY FINDING 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.

Expert Advisor's Report

The Expert Advisor's Report notes that many comparable jurisdictions are moving to or already have open-ended renting. England is moving to periodic from day one; Scotland has open-ended private residential tenancies; Ireland is phasing to unlimited duration after six months, while Northern Ireland retains fixed terms and New Zealand permits both. He goes

¹²¹ [Hansard - 8 July 2025](#)

on to note that many of these overseas reforms are new, so impacts are not yet settled, limiting what can be inferred.¹²²

The Expert Advisor states that Jersey's model sits mid-way: it bans consecutive fixed terms but leaves initial fixed terms available, so the starting tenancy type still depends on landlord choice.¹²³

Evidence

New Residential Tenancy Arrangements - Part 3

Article 6(3) of the Amendment Law provides that:

“A tenant’s residential tenancy cannot be granted or varied so that a further specified term starts after their initial term ends (a renewal).”

During its First Public Hearing, the Panel asked the Minister to explain why consecutive fixed-term tenancies were to be phased out and what benefits he anticipated this change would bring. The Minister's response has been summarised to highlight the key points raised;¹²⁴

- The system of repeatedly renewed fixed-term tenancies, adopted from the UK's Thatcher-era reforms, is viewed by the Minister as a historical mistake that negatively affected renters, and which Jersey mirrored.
- Many other jurisdictions do not use rolling fixed-term tenancies for long-term renting. Instead, periodic tenancies are the norm, with clear legal frameworks for how they can be ended.
- The UK itself is moving away from this model, with both Conservative and Labour governments aiming to abolish rolling fixed terms in favour of purely periodic arrangements.
- Periodic tenancies, in the Minister's view, offer greater stability for tenants by removing the “constant shadow” of non-renewals of fixed-term tenancies, threat of “no-fault evictions”, and forced renegotiations especially on rent, where tenants have little leverage.
- Under the Amendment Law, fixed-term tenancies would still be available, but they would not be the standard or default form.
- The Minister frames the optional initial fixed term as a “probation period” for both parties at the start of a relationship, after which the tenancy would convert to periodic unless either party chooses to end it. This one-off fixed term, rather than endless rolling contracts, is described by the Minister as striking a fairer balance for both landlords and tenants.

The Panel undertook a detailed analysis of tenants' evidence to gauge whether the proposed shift to periodic tenancies would deliver intended improvements in tenants' security of tenure.

In total, 214 tenants responded to the question, “Do you feel that the change to periodic tenancy agreements would benefit you?” Of these, 52.8% (113 respondents) indicated support

¹²² Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

¹²³ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

¹²⁴ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 2](#)

for the change, 28.97% (62) were opposed and 18.22% (39) were unsure. This division in opinion reflects the complex reality of the rental sector and the diversity of tenants' experiences.¹²⁵

When asked to explain their answers, 123 respondents provided detailed comments. The most repetitive and dominant theme (emerging in over a third of responses) was those periodic tenancies, if implemented as intended, could provide greater stability and predictability. Many tenants articulated that the key benefit would be a requirement for landlords to give a valid reason for ending a tenancy, which was seen as offering protection from sudden or arbitrary eviction and helping tenants feel able to settle and make a home. One respondent described how "having a tenancy agreement with no fixed end date and the added security of knowing that a landlord must provide a reason for ending a tenancy would provide more stability for my family." Others echoed the view that "more security" and "greater peace of mind" would follow from such a regime.¹²⁶

This view was supported by the Homelessness Cluster, who described the simpler tenancy structure as a significant positive for tenants:¹²⁷

"The simpler tenancy structure, where periodic tenancies are offered to tenants as the standard position will provide tenants with greater certainty about the length of their tenancy, and give them longer-term stability in their homes. The optional initial tenancy term of up to three-years will provide tenants and landlords with flexibility to determine whether the rental arrangement is right for them, whilst preventing frequent moves that can place prohibitive costs on tenants and increase the risk of homelessness."

Another prominent theme was the importance of individual landlord's behaviour. Roughly 20 tenant responses, both in favour and opposed to reform, remarked that their current sense of security depended more on the goodwill and professionalism of their landlord than on legal protections. "Leases in Jersey are rarely safe, unless you happen to have a good landlord. ... security of a home should not depend predominantly on whether your landlord is a decent person," noted one respondent. This reliance on landlord benevolence was widely viewed as problematic, with several respondents describing the system as "feudal" or "luck-based." Conversely, those with good landlords often described their situation as secure and supportive, regardless of lease type.¹²⁸

While the provisions on ending tenancies will be considered in Chapter 5 – Ending Tenancies, the Panel notes that under the 2011 Law, periodic tenancies could be ended by landlords on at least three months' notice and tenants on at least one months' notice. There were no such provisions for notification for ending fixed-term tenancies, which would end only on expiry unless the contract itself provided a break clause.

¹²⁵ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

¹²⁶ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

¹²⁷ [Letter - Homelessness Cluster - 16th May 2025](#)

¹²⁸ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

The Amendment Law applies the same notice regime but to initial fixed-term tenancies, so fixed terms can now be ended during the term by landlords and tenants via the specified notice routes, rather than only at expiry.

The Panel wishes to highlight this here because it is important when considering the Minister's claim of increased 'stability' under the new tenancy types.

KEY FINDING 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.

Wider support was also given by other stakeholders. During a hearing the Panel asked Caritas on whether the shift to periodic tenancies with specified notice periods genuinely increases security for tenants, as opposed to the perceived certainty of fixed-term agreements. Caritas's Chief Executive was clear that, for the majority of tenants they work with, increased regulation and a move away from arbitrary, non-transparent practices are welcome: ¹²⁹

"One of the biggest things that people tell us is that lack of security and that lack of ability to call a building a home. I think, largely speaking, people would value the fact that they have more security and periodic tenancies would suit most of our clients...we think it is on balance a good idea."

Caritas was also asked to comment on whether they had experience of its tenant client base experiencing "revenge evictions". Its CEO noticed that while there is no formal legal definition, the problem does persist: ¹³⁰

"I think landlords do find ways to get rid of tenants if tenants ask too much or pursue too much. I think that has happened historically and it is still happening at the moment."

The Panel wishes to highlight a submission from Andium Homes, Jersey's largest social housing provider, that reported that "almost half of our older tenancies are already periodic and Andium Homes is comfortable to return to periodic tenancies more widely."¹³¹ Following up on this, the Panel sought further detail on Andium's operational experience and views regarding the transition to periodic tenancies.

In their written response, Andium confirmed that prior to 2017, most of their tenancy agreements were periodic, and almost half of these older tenancies remain so. From 2017, Andium then moved to a system of fixed-term introductory and standard tenancies, primarily to facilitate structured conversations with tenants, Review occupancy, and ensure maintenance standards. Andium Homes argued that the administrative burden of fixed-term renewals was significant and that, in practice, most tenancies were simply renewed for the maximum period.¹³²

Andium explained that they were "pleased to return to periodic monthly tenancies," citing improved perceived security of tenure for tenants, a reduced administrative burden for the

¹²⁹ [Transcript - Public Hearing - Caritas Jersey - 23 May 2025 - pg. 21](#)

¹³⁰ [Transcript - Public Hearing - Caritas Jersey - 23 May 2025 - pg. 11](#)

¹³¹ [Letter - Andium Homes - 13 May 2025](#)

¹³² [Letter - Andium Homes - 6 June 2025](#)

landlord and confidence that existing processes are sufficient for effective tenancy and property management. Notably, Andium highlighted that their operational model still allows for initial introductory or supported tenancies to become periodic on renewal, ensuring a degree of flexibility to suit differing tenant needs.¹³³

The overall response from landlords, landlord organisations and businesses was broadly critical of the abolition of fixed-term tenancies and the shift to periodic tenancies as standard. Many expressed concerns that removing fixed terms would reduce certainty and flexibility for both parties,¹³⁴ with the JEAA noting in a public hearing that most landlords and tenants under the 2011 Law chose not to have periodic tenancies and instead “prefer to agree a new lease, a new term.”¹³⁵

This was echoed by The Law Society of Jersey:¹³⁶

“There are numerous circumstances where the interest of the tenant is better served by allowing longer fixed terms, as securing a property for a longer term-certain”.

The Panel asked the JEAA during a Public Hearing what common practice for tenancy arrangements was in Jersey under the 2011 Law. They answered that it was fixed terms for one year only.¹³⁷

KEY FINDING 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. By contrast, 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.

The Panel raised this issue with the Minister, pointing out that, for some tenants, the ability to secure a fixed-term tenancy may offer stability and predictability over their housing situation. The Minister responded by saying that “That is great until your relationship breaks down. It is great until someone in your household passes away. It is great until you have a child.”¹³⁸

Other concerns raised by stakeholders included Colombia Group’s submission which highlighted the potential negative impact on lenders and accidental landlords, warning that compulsory periodic tenancies could inhibit property sales and access to capital.¹³⁹ A few other submissions expressed a preference for the current 2011 Law model, citing familiarity and ease of navigation, which they felt gives both parties a clear framework and provide

¹³³ [Letter - Andium Homes - 6 June 2025](#)

¹³⁴ [Letter - Anonymous 4 - 4th April 2025](#)

¹³⁵ [Transcript - Public Hearing - JEAA - 20 May 2025 - pg. 24](#)

¹³⁶ [Letter - LSJ - 23rd May 2025](#)

¹³⁷ [Transcript - Public Hearing - JEAA - 20 May 2025 - pg. 10](#)

¹³⁸ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 28](#)

¹³⁹ [Letter - Columbia Group - 6th April 2025](#)

administrative clarity for support agencies, whereas the new regime risks undermining those practical benefits.¹⁴⁰

Importantly, stakeholders raised concerns that abolishing fixed-term tenancies may have unintended and negative consequences for the operation of Jersey's rental market. As highlighted in the submission from the JLA, the proposed changes could "have the unintended consequence of increasing void periods between tenancies and making the market more inefficient."¹⁴¹

Similarly, the LSJ cautioned that "an unintended consequence will be that landlords will be reluctant to allow any tenant to stay in a property beyond a 3-year fixed term and will simply require vacant possession on termination."¹⁴² These responses underscore a risk that, rather than fostering longer and more secure tenancies, the removal of fixed terms could encourage landlords to routinely end agreements at the earliest opportunity, ultimately undermining stability and efficiency within the sector.

KEY FINDING 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.

The Expert Advisor's Report also stresses this point, and goes on to argue that, while the Amendment Law indisputably ends chained fixed-term renewals, it contains no active mechanism to make periodic tenancies the prevailing choice. As drafted, landlords can still offer an initial term up to three years (Article 6(3)(c)) and then serve notice under Article 6C to prevent conversion to a periodic tenancy under Article 6(2). The Expert Advisor warns if that pattern becomes routine, turnover could rise, and the policy aim of greater stability would be undermined.¹⁴³

KEY FINDING 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.

The Panel put the Expert Advisor's concerns to the Minister during its Second Public Hearing, with the Vice-Chair asking, "Is there anything that you are doing or anything that you can point to in the law that will encourage the periodic tenancy from the outset rather than the initial fixed term?"¹⁴⁴

In response, the Minister admitted that while periodic tenancies have long-term benefits, nothing in the Amendment Law forces their uptake.¹⁴⁵

¹⁴⁰ [Letter - Sarah Jordan - 8th April 2025](#)

¹⁴¹ [Letter - JLA - 16th May 2025](#)

¹⁴² [Letter - LSJ - 23rd May 2025](#)

¹⁴³ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

¹⁴⁴ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 21](#)

¹⁴⁵ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 21](#)

“I think when they become more widely used their benefits will end up feeling obvious to both sides...people will experience them now over time and they will realise that there is nothing wrong with them.”

The Panel further pressed the Minister on this point during its Second Public Hearing, with the Minister noting that:¹⁴⁶

“The only reason that I am including an initial term tenancy in this is to provide some kind of reassurance to those landlords who are concerned about the transition into the periodic tenancy. ... So the initial fixed term is an attempt at some kind of balance to give confidence as we move towards periodic tenancies.”

Automatic Conversion of a Fixed Term to a Periodic Tenancy – Article 6(2)

Article 6(2)(b) stipulates that:

“A residential tenancy is a periodic tenancy if it was granted for an initial term but the term ended without the tenancy being ended by notice under Article 6C.”

The Panel understands this to mean that a tenancy may begin as an initial term (up to three years, per Article 6(1)) and if neither landlord nor tenant give the required notice under Article 6C before that term expires, the tenancy automatically becomes periodic on the day following the initial term's end.

The Panel questioned the Minister on how this automatic continuation would work in practice, to which he answered that it would occur:¹⁴⁷

“[In] The same way that it does now, where it is possible for fixed-term contracts to be signed and then they expire, but the rent still keeps getting paid and the people still keep staying living there. That is something that happens already in a rental market. ... It would just be at the point of it happening the new provisions for periodic tenancies are what would take over rather than the existing provisions.”

The Panel is mindful that the automatic rollover into a periodic tenancy introduces additional procedural requirements and greater restrictions for ending the tenancy under Articles 6E–6G.

During a Public Hearing, the JEAA highlighted the risk of confusion around this automatic conversion, advising that:¹⁴⁸

“a standardised States template would help, particularly for landlords who do not use professional agents... If it rolls into periodic tenancy it is clear in the lease what will happen if neither party contacts each other. It is quite clear, so those periodic tenancies could be looked at.”

Notwithstanding this comment, the Review received little evidence on stakeholder understanding of the conversion, suggesting awareness may be low. Without such awareness,

¹⁴⁶ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 21](#)

¹⁴⁷ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 4022](#)

¹⁴⁸ [Transcript - Public Hearing - JEAA - 20 May 2025 - pg. 8](#)

there is a risk that both parties may inadvertently lock themselves into a more complex arrangement than anticipated.

KEY FINDING 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 confusion or unintended legal consequences.

Prohibition on Consecutive Fixed-Term Agreements - Article 6(3)

To prevent landlords and tenants from circumventing the Amendment Law's ban on consecutive fixed-term tenancies, Article 6(3) treats any material change to an existing tenancy as a "variation" and then forbids that variation from creating a fresh fixed term once the initial term has ended. Article 6(3) provides:

A tenant's residential tenancy cannot be granted or varied so that –

- a) a further specified term starts after their initial term ends (a renewal); or*
- b) their periodic tenancy ends and their tenancy for a specified term starts; or*
- c) the initial term of their tenancy is extended to more than three years.*

The Panel notes that the Minister's second amendment substitutes this provision so that:

(a) a further specified term starts after their initial term ends unless, between those terms, their residential tenancy for the initial term has ended and –

(i) they have given vacant possession of the residential unit for a significant period; or

(ii) another tenant has a residential tenancy of the residential unit.¹⁴⁹

During both the First and Second Public Hearings, the Panel probed the Minister on how the Amendment Law treats any "variations" to existing tenancies and sought clarity on what would constitute a prohibited variation under Article 6(3).

In response, the Minister confirmed that exceeding three years would not be permitted:

"It will have to be 3 years. ... If you are offering someone a home for 4 years I think you should offer them a periodic tenancy, is my opinion."^{150 151}

As such the Panel understands that in practice, the parties cannot vary the agreement so as to push its end date beyond three years, in line with Article 6(3)(c).

Furthermore, once a tenancy has converted to periodic status, the parties cannot "vary" the agreement back into a fixed-term form. The tenancy must remain periodic unless it is brought to an end under the statutory notice provisions. From the moment a new tenancy is granted, the only pathway to continued occupation after the initial term is automatic conversion to periodic tenancy under Article 6(2) and Article 6C.

¹⁴⁹ [Draft Residential Tenancy \(Jersey\) Amendment Law 202- \(P.24/2025\): second amendment](#)

¹⁵⁰ [Transcript - Public Hearing - Minister for Housing - 7 May 2025](#)

¹⁵¹ [Transcript - Public Hearing - Minister for Housing - 9 June 2025](#)

In response to the Review, the Jersey Farmers' Union (the JFU) raised concern about Article 6(3)(a), which bans consecutive fixed-term tenancies. Seasonal farm workers must leave Jersey between permits under Immigration Rules, so accommodation is tied to work-permit dates and fixed terms are essential. In practice this creates a series of fixed terms each season, making the ban unworkable where periodic tenancies are not viable.

In response, the Minister has proposed an amendment so that, where a tenant has given up vacant possession for a significant period or the unit was let to another in the interim, a new initial fixed term can be granted without counting as a renewal. The Panel supports this as a necessary clarification that does not undermine the wider aim of improving security of tenure.

KEY FINDING 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.

Panel Commentary

The Panel is clear that the decision to introduce periodic tenancies as standard is fundamentally a political one. While this move has provoked strong reactions across the sector, the Panel agrees with Expert Advisor Recommendation 1 and supports the introduction of a new tenancy agreement scheme. In doing so, the Panel acknowledges that the probationary period offered by initial fixed terms provides a pragmatic level of flexibility for both tenants and landlords to determine if their arrangements are suitable.

This chapter has found that the new tenancy regime changes core stability features of the 2011 Law. Previously, fixed-term agreements generally bound both parties until expiry; the Amendment Law introduces statutory routes to end a tenancy during the initial fixed term, which may reduce the stability fixed terms previously provided. The Amendment Law also intends periodic tenancies to become the standard form, yet the evidence before the Panel does not demonstrate that this change, in and of itself, will deliver greater security of tenure than the current system.

Stakeholder views on this were divided. Tenant-focused organisations support the shift to periodic tenancies and anticipate increased stability and reduced administrative burden. By contrast, landlord and legal sector representatives warn of potential uncertainty for both parties and higher tenant turnover, highlighted by the Expert Advisor as potentially undermining the Minister's aim.

The Panel also highlights its primary finding that the introduction of statutory notice periods for initial fixed-term tenancies marks a significant policy shift from the 2011 Law, which generally bound both parties to the fixed term until expiry unless the contract contained a break clause. By enabling fixed terms to be ended mid-term via statutory notice, the Amendment Law removes the certainty that a tenancy will run for its full agreed duration. While this new flexibility may benefit parties who need to end a tenancy early, it equally allows landlords to recover possession sooner and tenants to leave sooner than under the previous regime. Given these competing claims and the absence of clear evidence that the reforms will achieve their stated aims, the Panel cannot draw definitive conclusions on the Amendment Law's impact on stability of tenure at this stage.

On the Expert Advisor's Recommendation 2, to tighten the law to "encourage" landlords to offer periodic tenancies from the outset, the Panel recognises the underlying concern but does not propose an additional statutory lever at this stage. The Minister's approach of allowing an initial fixed term as a pragmatic transition tool with automatic conversion to periodic, strikes an acceptable balance for commencement.

However, the Panel believes that a Review is necessary to test whether the reforms have, in practice, increased security of tenure, what effect they have had on turnover and tenancy lengths and whether further measures are required. The purpose of this Review must be to evaluate whether the reforms have delivered on their intended objectives, chiefly, the Minister's stated aim of increasing security of tenure for tenants, and to identify any unintended consequences that may require policy or legislative correction. The Review should also consider whether a targeted mechanism to encourage landlords to offer periodic tenancies from the outset is warranted.

RECOMMENDATION 6: The Panel recommends that the Minister conducts a post-implementation Review of the new tenancy arrangements within two years of commencement. This Review should evaluate the effectiveness of the new regime in achieving 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.

The Panel rejected Expert Advisor Recommendation 3 which suggested that two fixed terms be permitted. Although this approach could provide additional reassurance to landlords and accommodate their preference for fixed-term arrangements, the evidence did not demonstrate a clear demand for such a structure within the Jersey market, and the Panel felt that introducing an additional fixed term would risk further complicating the tenancy framework without robust justification.

The Panel also considered Expert Advisor Recommendation 4 which suggested allowing a longer initial term than three-years. However, after receiving confirmation from the JEAA that prevailing practice in Jersey is to offer initial terms of one year, the Panel concluded that permitting an initial term longer than three years would introduce a threshold chosen without a strong evidence base and risked being arbitrary rather than grounded in local experience.

Given the newness of the regime and the uncertainty reflected in the evidence collected from a broad range of stakeholders, the Panel considers it essential that further reassurance be provided. The Panel therefore agrees with Expert Advisor Recommendation 5 and recommends that the Minister publishes comprehensive additional guidance ahead of implementation. Particular attention should be paid to:

- the implementation and usage of periodic versus fixed-term tenancies,
- the rights and obligations of both parties under the Amendment Law, and
- the practical steps parties must undertake when enforcing the new protections, including clear guidance on the automatic conversion of an initial fixed term into a periodic tenancy.

RECOMMENDATION 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.

Chapter 5 – Ending Tenancies

Due to the complexity of the Amendment Law’s framework on ending tenancies, this chapter will first set out the Minister’s aims and objectives, Expert Advisor’s Report and evidence from stakeholder on the Amendment Law’s framework for ending tenancies compared to the 2011 Law.

The chapter will then consider the specific provisions for ending initial fixed term tenancies and ending periodic tenancies separately in greater detail, before covering the specified grounds for notice and notice periods. The corresponding evidence for each section will be presented therein.

Introduction

As noted in the previous chapter, the 2011 Law has no provision in statute for the early termination of fixed-term tenancies. Early-term termination was only provided through the use of contractual break clauses. At the expiry of a fixed term a landlord did not need to justify letting the agreement lapse or deciding not to renew; the tenancy simply ended at the expiry of the term without any prior notification from the tenant or to the landlord or was continued by tacit renewal.¹⁵²

Under Articles 6 and 7 the 2011 Law, a periodic tenancy could be ended by a landlord giving three months’ written notice or by a tenant giving one months’ notice, with no requirement for either party to provide a reason for ending the periodic tenancy.

The Amendment Law introduces a statutory framework for ending both initial fixed-term and periodic tenancies. It retains the tenant’s right to end a periodic tenancy without reason by giving one month’s notice but removes ‘no-reason’ notices for landlords during periodic tenancies. Landlords must instead rely on a statutory ground under Article 6F.

For initial fixed terms, the notice periods under the 2011 Law (three months for landlords and one month for tenants) now apply. These notice periods can be used for terminating the agreement during the term as well as for ending the term at its expiry. The list of statutory grounds under Article 6F also apply.

Article 20 of the Amendment Law allows for all tenancies, at any point, to be ended by mutual agreement of the tenant and landlord.

KEY FINDING 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.

Minister’s Aims & Objectives

In his *Residential Tenancies: the Way Forward* statement, the Minister explained his policy aims and objectives for introducing a comprehensive framework for ending tenancies were to:

¹⁵³

¹⁵² A doctrine whereby the implied actions of parties mean that the tenancy is considered to have renewed on essentially the same terms but with no fixed end date once an appreciable period has gone by and rent has been paid (usually at least one month).

¹⁵³ [Residential Tenancy Law: the way forward](#)

- Protect tenants from no-fault evictions
- Ensure there will be a comprehensive set of reasons, in law, to allow landlords to issue notice and reclaim their properties when appropriate
- Enable landlords to take swifter action against tenants in serious breach of their tenancy agreement, to protect their properties
- Offer longer minimum notice periods for long-standing tenants

During the debate on the Principles, the Minister describes the framework as:¹⁵⁴

“a crystal-clear schedule of what grounds a landlord can use for issuing notice and what notice periods they come with. It will provide clarity and confidence to help both parties do the right thing and will make any potential dispute easier to resolve at the Petty Debts Court if it ever came to it.”

Advisor’s Report

The Advisor contrasts the 2011 Law with the Amendment Law, which introduces a codified, reason-based notice regime ranging from seven days to six months.

The Expert Advisor’s Report notes that the Amendment Law aligns with the Minister’s principle that longer tenancies warrant longer notice periods, with six months’ notice required after five years of occupation, which is comparable to jurisdictions like Germany. He notes useful cross-jurisdiction tables but stresses that many overseas reforms are recent, so impacts are hard to generalise.

Evidence

Tenants’ Survey responses indicated that tenants mostly supported the reforms for ending a tenancy, believing this would give greater security and prevent wrongful notices.¹⁵⁵

When invited to comment further, many tenants expressed frustration at what they perceived to be a lack of enforceable protections. Several noted that the current system, under the 2011 Law, offers little practical security, particularly within periodic tenancies where landlords can issue termination notices with few restrictions. Many tenants shared personal experiences of having to vacate homes on short notice, despite having abided by their lease.¹⁵⁶

KEY FINDING 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.

In a Public Hearing, the JEAA explained that while there is currently no statutory requirement to provide advance notice at the end of a fixed term, many agents and conscientious landlords do so as a matter of good practice. JEAA representatives explained that “most professionally managed leases already include notice provisions” and that:¹⁵⁷

¹⁵⁴ [Hansard - 8 July 2025 - pg.113](#)

¹⁵⁵ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

¹⁵⁶ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

¹⁵⁷ [Transcript - Public Hearing - JEAA - 20 May 2025 - pg. 8](#)

"It is something we would all advise landlords is that: 'Coming towards the end of your lease, we would recommend you discuss with your tenant X amount of time beforehand whether you are going to extend or not' but, again, yes, it is not law." We would not just wait till the termination day and say: "Are you leaving today or are you staying?" In advance we would always pre-empt".

"We also would not mind if that was put in law, that is not a bad thing to have. It is positive and it is to protect the tenant but that is not in place at the moment."¹⁵⁸

The JLA also supported the general provisioning of including timeframes for giving notice, they were asked in a Public Hearing:¹⁵⁹

"Deputy A.F. Curtis: Would you support then an amendment to this law that introduced a table of reasons and timeframes for tenants to give notice?

Chair, Jersey Landlords' Association: It would certainly be helpful."

Similarly, PropertyMark thinks there are several proposed areas within the Government of Jersey's Draft Residential Tenancy that will help deliver better conditions and more security and affordability for renters:¹⁶⁰

"Landlords could serve shorter periods of notice, regardless of tenancy type, if they needed their property back in unexpected circumstances or if they were dealing with 'bad' tenants. Shorter notice periods would range from seven days to one month."

KEY FINDING 34: Stakeholder evidence shows broad support for codifying notice routes and timeframes across all tenancy types, formalising existing good practice and, in defined circumstances, enabling clear shorter grounds-based notices, replacing the old practise of silent non-renewals.

Ending an Initial Fixed Term Tenancy

Notice to End Tenancy when Initial Term Ends - Article 6C

As set out earlier, the 2011 Law has no provisions for ending a fixed-term tenancy before its expiration.

Article 6C provides the required notice period to be given by a landlord or tenant when a tenancy is to terminate *at the end* of the initial term. A landlord is required to give three months' notice; a tenant is required to give one months' notice.

The LSJ took a critical view of Article 6C's requirement for formal written notice from either party at the end of an initial fixed term. Their submission argued that, in principle, if a tenancy agreement includes a clearly stated termination or break date, "the parties should not have to provide written notice for a residential lease to terminate on an agreed/stated termination date and/or a break date, especially where such date(s) have been agreed between the parties at the outset." They went further, stating:¹⁶¹

¹⁵⁸ [Transcript - Public Hearing - JEAA - 20 May 2025 - pg.](#)

¹⁵⁹ [Transcript - Public Hearing - JLA - 23 May 2025 - pg. 27](#)

¹⁶⁰ [Letter - PropertyMark - 19th May 2025](#)

¹⁶¹ [Letter - LSJ - 23rd May 2025](#)

“There does not seem to be any evidence of mischief or mistreatment in the local rental market that such a change would be targeting.”

However, this view does not acknowledge the broader effect of the Amendment Law, which provides that if no notice is served by either party, an initial-term tenancy will automatically continue as a periodic tenancy. As such, the Panel understands that Article 6C plays a key role in requiring clarity and affirmative communication when either party wishes to bring the tenancy to an end.

Ending an initial fixed term tenancy by notice, without reason, during an initial term – Article 6D

Article 6D of the Amendment Law introduces notice requirements for when a tenancy is to be ended early, during the initial fixed term. A landlord must give three months’ written notice, and a tenant must give one month’s written notice, provided:

“the notice-giver satisfies the requirements (if any) in the residential tenancy agreement (see Schedule 1, paragraph 12).”

No reason for ending the tenancy is required from either party. The notice periods of one or three months’ mirror the 2011 Law’s notice periods for ending a periodic tenancy.

According to the Accompanying Report, the policy objective was to preserve the notice periods that existed under the 2011 Law for periodic tenancies, offering flexibility, recognising that tenants often face pressure to act quickly to secure new accommodation.¹⁶²

Break Clauses & “Contracting Out” – Article 6D(b)

At the outset of an initial fixed term only, landlords and tenants can agree to include a break clause provision which, if the usual minimum notice period of one month (tenant) or three months (landlord) is served and any stipulations agreed at the outset of the tenancy agreement are met, would allow either party to end the tenancy early.

KEY FINDING 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 such termination during the initial fixed term.

The Minister made it clear in the Second Public Hearing that break clauses posed an issue, particularly when imposing unfavourable provisions on the tenant:¹⁶³

“I am seeing...tenancy contracts that are fixed-term tenancies that have break clauses in them that are one way, only for the landlord, and are no fault. I am seeing fixed-term tenancies...but the landlord has a break clause where they can kick you out on 3 months’ notice for no reason, which does not apply to the tenant. I would call that highly unbalanced there”.

¹⁶² [Report - Draft Residential Tenancy \(Jersey\) Amendment Law 202- \(P.24/2025\)](#)

¹⁶³ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 23](#)

Following this, the Head of Strategic Housing and Regeneration explained the intention to amend the Amendment Law's drafting:¹⁶⁴

"We are introducing a mandatory requirement for the break clause terms to be specified ... to ensure there is full transparency of any obligations on landlord or tenant before signing up to a new lease... we would support that with clear guidance to ensure that tenants know what they should expect..."

On 24th June 2025, the Minister lodged an amendment (P.24/2025(Amd.2)) to remove the phrase "if any" from Article 6D(b) and corresponding Article 6B(2)(e), and Schedule 1, Paragraph 12. This change requires that initial fixed term tenancy agreements must include *at least* one requirement that a party must meet before exercising the right to end the tenancy early without a reason. His intention is to give full effect to the policy objective of transparency and fairness by ensuring that such break clauses are not exercised arbitrarily or without some form of agreed condition. The Minister has included a non-binding example in Schedule 1 to illustrate what a qualifying requirement might look like.

The Expert Advisor invited the Panel to seek reassurance on whether the Minister intends for landlords and tenants to be able to contract for different notice periods, and if so, for whom this flexibility would apply (Recommendation 6).¹⁶⁵

Consequently, the Panel sought Law Officers' advice, which confirmed that Articles 6C and 6D set minimum statutory notice periods which would have effect despite anything specified to the contrary in a contract or agreement, by virtue of Article 21 of the 2011 Law (retained by the Amendment Law). Parties may (or, if the Minister's amendment passes, must) specify additional "requirements" under Article 6D(b) in order to end a tenancy by notice, without reason, during an initial term. These requirements could include provisions for when notice may first be given (for example, not in the first year – which is the example given by the Minister in the amendment to Schedule 1 of the 2011 Law, see Article 11 of P.24/2025 Amd.(2)) or perhaps include requirements such as a replacement tenant must be found, or that a cost will be incurred by the tenant, but such a 'requirement' could not seek to shorten or lengthen the statutory notice period itself, nor add a further notice period on top of the statutory minimum. To do so would almost certainly be contrary to Article 21 of the 2011 Law.

The LSJ queried why the law should prevent parties agreeing, "a mutual 3-month break option ... without the need for either party to provide reasons." ¹⁶⁶ While the statutory minima must be observed, the Panel recognises both the Minister's and the LSJ's support for mutual break clauses.

However, even with the Minister's proposed amendment, the Panel notes that so long as the requirements do not contravene the statutory minimum notice periods or attempt to add an additional notice period, the Amendment Law would still permit break clauses that favour one party. The Panel recognises that, in the absence of further safeguards, this leaves open the risk that break clauses could continue to be applied unilaterally, unintentionally or, potentially, as a loophole for landlords to regain flexibility at tenants' expense.

¹⁶⁴ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 23](#)

¹⁶⁵ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

¹⁶⁶ [Letter - LSJ - 23rd May 2025](#)

KEY FINDING 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.

Ending a Periodic Tenancy

Article 6E provides that a tenant may end a periodic tenancy at any time by giving at least one month’s written notice, without giving a reason. This approach reflects a continuation of the provisions for a tenant ending a periodic tenancy under the existing 2011 Law.

Critically, the Amendment Law will remove a landlord’s ability to end a periodic tenancy without a reason, with three months’ notice, that was previously available under the 2011 Law. The landlord’s only route to ending a periodic tenancy is by relying on one of the statutory grounds for notice set out in Article 6F.

Several individual landlords’ submissions expressed concerns about the provisions allowing tenants to terminate a periodic tenancy with just one month’s notice, arguing it offers insufficient certainty.¹⁶⁷ However, as evidenced, the Amendment Law simply retains the same notice period requirement from the 2011 Law for periodic tenancies. The Expert Advisor’s Report notes this confusion.¹⁶⁸ The Panel has considered the impact of the one months’ notice period for initial fixed terms in Chapter 4 and under the section on *Ending an Initial Fixed Term Tenancy*.

The Minister also explained that the Amendment Law introduces a comprehensive and sufficiently flexible set of grounds to recover possession of their property under Article 6F.

KEY FINDING 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.

Grounds for Notice & Notice Periods – Article 6F

In addition to the routes for ending tenancies set out the sections above, tenancies may also be ended using the grounds for notice, linked to a set notice period, set out in Article 6F of the Amendment Law.

Moreover, Article 11 of the Amendment Law sets out an exhaustive list of mandatory grounds for possession, meaning that if a tenant does not leave the property at the end of the notice period and the landlord can establish the given ground in court: the Court has no discretion and an eviction notice must be served.

By contrast, all other grounds are considered “discretionary” grounds, which allow for the courts to assess the specific circumstances of the case and decide whether or not it is reasonable to serve an eviction notice. In these cases, even if the given ground is proven, the court may choose to refuse or delay eviction, called a “stay of eviction” (evictions and stays of eviction will be considered in Chapter 7).

Article 7 also introduces a criminal offence for landlords who knowingly or recklessly give a false or misleading reason for ending a tenancy, with a maximum penalty of £10,000 (equivalent to a Level 3 fine). Tenants will have recourse through the Petty Debts Court to

¹⁶⁷ [Letter - Anonymous 1 - 4th April 2025](#)

¹⁶⁸ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

seek redress if a false or misleading notice is given. The operation and implications of the penalties system are considered in Chapter 10 – Penalties.

The wording within the tables immediately following has been taken from Article 6F(1) and reorganised for clarity: first by grounds relating to landlord behaviour/responsibility and then by tenant behaviour/responsibility. For ease of reference, an additional column shows whether each ground is mandatory or discretionary by reference to Article 11.

Landlord behaviour/responsibility

Reason (Article 6F(1))	Initial term	Periodic tenancy under 5 years	Periodic tenancy over 5 years	Mandatory/Discretionary (Article 11)
(a) sale or change of use	Not allowed	3 months	6 months	Mandatory
(b) renovation	Not allowed	3 months	6 months	Mandatory
(c) use by landlord or family	Not allowed	3 months	6 months	Mandatory
(d) use by landlord's helper	Not allowed	3 months	6 months	Mandatory
(e) under-occupied social rented housing	3 months	3 months	6 months	Discretionary
(h) uninhabitable residence	1 month	1 month	1 month	Discretionary

Tenant behaviour/responsibility

Reason (Article 6F(1))	Initial term	Periodic tenancy under 5 years	Periodic tenancy over 5 years	Mandatory/Discretionary (Article 11)
(f) tenant's residential status	3 months	3 months	3 months	Mandatory
(g) serious breach of tenancy agreement	1 month	1 month	1 month	Discretionary
(i) breach of ownership document	1 month	1 month	1 month	Discretionary
(j) breach of insurance policy	1 month	1 month	1 month	Discretionary
(k) residence left empty	1 month	1 month	1 month	Discretionary
(l) tenant's employment	7 days	7 days	7 days	Mandatory

(m) tenant's work permit or visa	7 days	7 days	7 days	Mandatory
(n) tenant's illegality or nuisance	7 days	7 days	7 days	Discretionary
(o) tenant's residential status from incorrect information	7 days	7 days	7 days	Mandatory

Evidence

Development & Consultation of the Grounds for Notice

In response to the Tenants' Survey, the majority of tenants (81%) found the reasons for ending a tenancy to be clear and a smaller majority (61%) felt that those reasons were reasonable. However, a significant minority either disagreed (22%) or were unsure (16%), highlighting that there is still considerable ambiguity and concern among tenants about how the new regime will operate in practice.¹⁶⁹

Notably, several comments indicated cautious optimism about the Amendment Law, with respondents welcoming the move toward codifying acceptable grounds for termination and hoping that it would provide tenants with a more secure and predictable legal footing. However, even among more supportive responses, there was strong demand for user-friendly guidance, public education, and strengthened dispute resolution mechanisms to ensure the new rights were properly enforced and upheld.¹⁷⁰

Several individual landlords' submissions revealed a fundamental misunderstanding of the one-month notice period, wrongly assuming it to be a new rule for periodic tenancies.¹⁷¹ In reality, the one-month notice period for tenants ending a periodic tenancy is unchanged from the 2011 Law. The change and source of confusion is that the Amendment Law now applies this same one-month notice to mid-term terminations of initial fixed-term tenancies: a mechanism not available from the 2011 Law. The Expert Advisor's Report notes this confusion.¹⁷²

The JEAA also expressed broad support for a statutory list of grounds for notice, noting that most landlords and agents are "content so long as it is wide enough to have that flexibility that landlords are calling for." They explained that "the proposals were not seen as a major departure for professionally managed lets," and emphasised that, for most landlords, "guidance from the Government would be a good idea and that landlords and tenants would comply with that guidance."¹⁷³

¹⁶⁹ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

¹⁷⁰ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

¹⁷¹ [Letter - Anonymous 1 - 4th April 2025](#)

¹⁷² Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

¹⁷³ [Letter - JEAA - 12th May 2025](#)

The JEAA agreed that giving longer notice periods to tenants who have been in a property for a long time was “considered perhaps to be reasonable,” and there was “no strong resistance” to the idea that landlords should specify a reason from an agreed list when ending a tenancy. They also supported giving longer notice periods to tenants that have been in a property for a long period of time, which they describe as “reasonable”.¹⁷⁴

The JEAA proposed that the Minister provides clear guidance and a practical approach so that “the statutory list of grounds is both workable and acceptable to the majority of our members.”¹⁷⁵

When asked about the list of statutory grounds for notice in a Public Hearing, Caritas gave support:¹⁷⁶

“It is quite extensive...to me it seems reasonably balanced and measured. Again, the difficulty, as I have said with other things, is it is very hard to find one size fits all, but the first word that came to mind for us was measured.”

The JLA’s evidence reflects fundamental concerns with the concept of open-ended tenancies and did not endorse the changes being proposed by the Minister for Housing under Articles 6F and 6G of the Amendment Law. However, the JLA acknowledged the need for a clear statutory list of grounds for notice, if the ability to give no-fault notice by a landlord (rather than a tenant) was to be removed by the Amendment Law albeit with several caveats and areas of concern. They acknowledged:¹⁷⁷

“The reason why these grounds have been put into the law is because there must be some way for a landlord to get rid of a tenant in a very serious situation, such as serious nuisance or serious non-payment of rent.”

However, they argued for the grounds to be widened to include:

- Rent arrears
- Immorality
- Tenant behaviour that puts the landlord at risk of breaching laws (e.g. public health, planning, or safety regulations).
- Domestic violence where one partner has fled and is unlikely to return.
- Persistent delay in paying rent (even without arrears).
- Malicious or negligent property damage or insalubrious conditions.

Columbia Group also proposed some additional grounds for notice, namely redevelopment, safety works or owner occupation following charitable bequest to avoid stranding capital.¹⁷⁸

It should be noted that during the Review, the Panel received considerable evidence on the grounds for “tenant’s illegality or nuisance” and “serious breach of tenancy agreement”. The

¹⁷⁴ [Transcript - Public Hearing - JEAA - 20 May 2025 - pg. 3](#)

¹⁷⁵ [Letter - JEAA - 12th May 2025](#)

¹⁷⁶ [Transcript - Public Hearing - Caritas Jersey - 23 May 2025 - pg. 17](#)

¹⁷⁷ [Transcript - Public Hearing - JLA - 23 May 2025 - pg. 7](#)

¹⁷⁸ [Letter - Columbia Group - 6th April 2025](#)

breadth and complexity of the evidence received has warranted that these be considered in a stand-alone chapter (see Chapter 6 - Serious Breaches and Illegality & Nuisance).

KEY FINDING 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.

As a result of this evidence, during both the First and Second Public Hearings, the Panel questioned the Minister for Housing on how the proposed notice grounds were developed and whether they were proportionate, workable, and adequately safeguarded tenants' and landlords' rights. The Minister was explicit that the process aimed for clarity and balance.¹⁷⁹

"I went through millions of different iterations of how far I might go on this, how far I might go on that, but that was all kind of before putting pen to paper on it, and I have not really fluctuated on this since then."

The Policy Principal confirmed the approach drew on best practice:¹⁸⁰

"We had regard for Scottish legislation, for U.K. legislation... and also what Islanders of Jersey came back with in the public consultation. So we think the list of reasons for notice that we have is balanced, is proportionate, and can meet most reasonable circumstances, would be my view."

The most frequently suggested additional ground from stakeholders was the inclusion of rent arrears as an explicit statutory ground for notice in the table under Article 6F(1). This was also raised in the Expert Advisor's Report, which recommended that the Panel consider whether this additional ground should be pursued (Recommendation 13).¹⁸¹

While noting this suggestion, the Panel understood that rent arrears would constitute a breach of contract and be captured under ground (g) serious breach of tenancy agreement. The Panel also notes that the Guide to the Amendment Law sets out that the failure to pay a lawful rent increase¹⁸² or a fee set out in the agreement¹⁸³ would result in the tenant being in breach of contract.

The Minister also confirmed that rent arrears would continue to be dealt with by the Petty Debts Court in the same way as under the 2011 Law.¹⁸⁴

However, the Panel acknowledges that greater clarity could help avoid disputes and improve legal certainty for both landlords and tenants. Given that this would be captured under the

¹⁷⁹ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 29](#)

¹⁸⁰ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 29](#)

¹⁸¹ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

¹⁸² [Guide to the Draft Residential Tenancy \(Jersey\) Amendment Law 202-](#), Pg. 11

¹⁸³ [Guide to the Draft Residential Tenancy \(Jersey\) Amendment Law 202-](#), Pg. 16

¹⁸⁴ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 18](#)

grounds of a serious breach of the tenancy contract (6F(g)) the Panel will revisit this issue within Chapter 6 – Serious Breaches & Illegality and Nuisance.

The Panel pressed the Minister on whether any other additional grounds raised by stakeholders were considered. On proposals for private sector ‘right-sizing’ (requiring tenants to vacate for other families in need of upsizing), the Minister said he rejected it on the basis that “private sector tenants ought to be allowed to pay for spare bedrooms if that is what they believe they want to do... and I thought that that as a ground was not right to impose on them.”¹⁸⁵ The Minister also rejected the JLA’s suggestion inclusion of “immorality”.¹⁸⁶ There was no suggestion from the Minister that the list was to be expanded prior to the enactment of the Amendment Law.

Furthermore, the Panel notes that the Amendment Law does not give the Minister authority to expand the list of grounds in Article 6F by Order or Regulation-making powers. The list of grounds for notice would thus be fixed unless the States Assembly decided to amend it.

KEY FINDING 39: The statutory list of grounds for notice under Article 6F are based on both international models and local feedback.

The JLA also argued that rent arrears should be treated as mandatory grounds for possession, similar to the UK system.¹⁸⁷ Expert Advisor Recommendation 14 suggested that the Panel consider whether this approach be adopted or if more grounds for notice should be designated as mandatory grounds.¹⁸⁸

During its First Public Hearing, the Panel questioned the Minister on the development process of the mandatory grounds for possession. The Head of Strategic Housing and Regeneration explained that these had been developed from discussions with the JLA, who had initially suggested introducing mandatory grounds to the Minister.¹⁸⁹

Importantly, she also highlighted that the list of mandatory grounds had been carefully considered so as to not include any matters that are “subjective and particularly ones that would draw on the human rights considerations that a court would naturally consider”. She noted that where a ground for eviction involves tenant behaviour, “there is always two sides to an argument” and the Petty Debts Court is the appropriate forum to assess evidence from both parties and reach a fair determination.¹⁹⁰

KEY FINDING 40: The introduction of mandatory grounds for possession was developed in conjunction with landlord representatives.

Enforcement

The Panel were keen to understand how the new provisions would work in practise and how they would be enforced, as many tenants responding to the Tenants’ Survey, requested clarity

¹⁸⁵ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 28](#)

¹⁸⁶ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 25](#)

¹⁸⁷ [Letter - JLA - 16th May 2025](#)

¹⁸⁸ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

¹⁸⁹ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 35](#)

¹⁹⁰ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 35](#)

on what constitutes a valid reason for notice, who verifies the reason's legitimacy, and what protections exist against misuse. Many tenants also worried about the potential for landlords to continue exploit the grounds under the Amendment Law, such as claiming a family member intends to move in or planning a renovation as a pretext to remove tenants.¹⁹¹

In responding to these concerns, the Panel highlights the Minister's claim that "If they [landlords] attempt to use a legitimate reason dishonestly, there will be punishment for it."¹⁹² The Panel notes that this is in reference Article 7 of the Amendment Law which introduces a criminal offence for landlords who knowingly or recklessly give a false or misleading reason for ending a tenancy, with a maximum penalty of £10,000 (equivalent to a Level 3 fine). Tenants will have recourse through the Petty Debts Court to seek redress if a false or misleading notice is given. The operation and implications of the penalties system are considered in Chapter 10 – Penalties.

Notwithstanding this, the Panel questioned whether tenants could challenge the given ground at the point of being served notice and whether they are sufficiently protected from false claims prior to initiating court proceedings. Regarding the practical steps that a tenant would need to take to challenge a reason for notice, the Minister said:¹⁹³

"If a tenant believes that it has been done wrongly they have probably already got some evidence. If they are told that they are being forced out of their home because the landlord intends to sell... and then they move out... and a week later find it on places. je advertised for rent again, they might think something fishy has gone on. That is perfectly good evidence, I would have thought."

KEY FINDING 41: Tenants must initiate court proceedings to challenge a false or misleading notice, placing responsibility for correcting landlords' non-compliance on them.

The Panel also questioned what kind of evidence landlords should gather to justify ending a tenancy, and where the line between genuine intent and misuse would be drawn. The Head of Strategic Housing and Regeneration responded that due to the wide range of possible scenarios, it would be difficult to define exact thresholds but acknowledged that guidance or a code of practice may be developed over time if patterns of uncertainty emerge, helping both landlords and tenants understand what evidence may be relevant in such cases.¹⁹⁴

As a result of these answers the Panel understands that in practice, a landlord is only required to state the ground for termination, give the tenant written notice in accordance with the requirements of the relevant Article (including any grace period for remedy, where applicable), and then serve the appropriate statutory notice period. There is no requirement for the landlord to provide supporting evidence to the tenant before issuing notice; any challenge to the validity of the ground would be a matter for the Petty Debts Court.

KEY FINDING 42: While the Amendment Law introduces new safeguards against false or misleading notices, there is no requirement for landlords to provide evidence upfront.

¹⁹¹ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

¹⁹² [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 20](#)

¹⁹³ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 29](#)

¹⁹⁴ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 31](#)

The Minister also noted in the Second Public Hearing that the legal clarity offered by the Amendment Law would improve relationships between landlords and tenants, encouraging communication rather than sudden or arbitrary terminations:¹⁹⁵

“The fact that a tenant cannot simply be kicked out for no good reason I think will mean that landlords will know that if they have plans for a property... it is in their interest to have a good relationship with their tenant to be able to talk things through.”

Notice Periods & Statutory Minimums

In response to the notice periods set out in Article 6F many individual landlord submissions argued that the framework for notice periods has a “fundamental imbalance” that exposes them to financial risks that are not equally shared by tenants. In particular, landlords highlighted the risk of unexpected void periods, loss of rental income, and the practical challenges of finding new tenants at short notice. As one landlord put it in their submission:¹⁹⁶

“Why is there a huge imbalance between the notice period required by tenants and that by landlords? This puts landlords at risk of expensive rent voids.”

The LSJ also questioned the rationale for the asymmetry in notice periods, concluding:¹⁹⁷

“If such notice is insisted upon, it must be equivalent – there is no justification for the notice periods for landlords and tenants in such circumstances to be different.”

During a Public Hearing the Panel asked Caritas Jersey whether tenants should face longer notice periods, Caritas’s CEO was pragmatic:¹⁹⁸

“Sometimes one month may be too much for them because we do see in certain circumstances people being given 7 or 14 days to leave the Island, but I think generally one month seems reasonably fair.”

When asked if the possibility of receiving three or six-months’ notice might undermine the Amendment Law’s aim of improving security of tenure, Caritas’s CEO stressed that, while every tenant’s needs differ, the key issue is not just contract length but the predictability and fairness of the system.¹⁹⁹

The Panel repeatedly challenged the imbalance of notice periods for tenants and landlords during its Review. The Minister for Housing provided a robust defence of this policy, stressing that the risks for tenants and landlords are not remotely equivalent. He argued that housing security for tenants involves far higher personal and financial stakes, stating:²⁰⁰

¹⁹⁵ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 26](#)

¹⁹⁶ [Submission – Peter French – 23 April 2025](#)

¹⁹⁷ [Letter - LSJ - 23rd May 2025](#)

¹⁹⁸ [Transcript - Public Hearing - Caritas Jersey - 23 May 2025 - pg. 21](#)

¹⁹⁹ [Transcript - Public Hearing - Caritas Jersey - 23 May 2025](#)

²⁰⁰ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 32](#)

“It is absolutely vitally right that when we are talking about the roof above your head and all of the well-being that comes from that, tenants ought to have flexibility to find the right solutions for them when they need that.”

The Minister explained that tenants facing a sudden opportunity or need to move should not be burdened with lengthy notice periods that could result in overlapping rent payments or contractual penalties, noting:²⁰¹

“It can lead to all sorts of dominoes falling that can have a seriously detrimental impact to a tenant’s well-being.”

Considering the evidence raising issue with the imbalance of notice periods for tenants versus landlords, the Panel directly questioned whether the three or six-month notice for landlords, versus one month for tenants, was justifiable. The Minister for Housing defended the asymmetry in those notice periods, arguing that the risks for landlords and tenants are fundamentally different. In his words:²⁰²

“It is absolutely vitally right that when we are talking about the roof above your head... tenants ought to have flexibility... The worst things that a landlord can suffer from that will be a void... The worst thing that can happen to a tenant is that dominoes start falling and their life can end up being wrecked from it.”

7 Days’ Notice

Article 6F also sets out a 7-day notice period only in the most serious and time-sensitive circumstances:

- where the tenant’s employment has ended and the accommodation is tied to that employment;
- where the tenant’s work permit or visa has expired;
- where the property is being used for illegal purposes or there has been repeated or serious nuisance; and
- where the tenant’s residential status was obtained by providing false information.

The most consistent theme in the open-ended feedback to the Tenants’ Survey was concern about the fairness and sufficiency of these notice periods, particularly for vulnerable groups such as those in employment-linked accommodation or where only 7 days’ notice is proposed. Multiple respondents flagged that such short notice periods are not practical in Jersey’s tight rental market and risk causing distress or homelessness. Examples of such responses include: ²⁰³

“7 days is very short and could make people homeless. Does the notice become invalid if the breach is rectified?”

“7 days for ending of employment is tight, this could be made longer, perhaps a month.”

KEY FINDING 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,

²⁰¹ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 32](#)

²⁰² [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 32](#)

²⁰³ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

particularly for vulnerable groups, warning that such short timeframes for securing alternative housing are unrealistic and risk causing distress or homelessness.

During its Public Hearings, the Panel pressed the Minister to respond to tenants' concerns about the proposed 7-day notice periods for certain statutory grounds. The Panel specifically questioned whether 7 days was an appropriate minimum in all cases, particularly where the tenant may be simultaneously losing both employment and housing.

The Minister responded that he believed it was. He explained that in practice, tenants in employment-linked housing would often benefit from the notice period in their employment contract as well as the tenancy agreement. He added that the policy development team had considered how these grounds were "tied in" with other systems, including housing status and legal rights of residence, before settling on the proposed structure.²⁰⁴

The Panel further questioned how the employment and tenancy contracts would interact, especially if they offered different notice periods. The Minister confirmed that the contracts operate separately but emphasised that the Amendment Law provides minimum standards, not maximums, meaning that if an employment contract offers more than 7 days' notice, that longer period would apply independently of the housing notice.²⁰⁵ For instances of a tenant's employment ending, the notice period would operate *consecutively*, not *concurrently* – which would mean that the tenant's employment would need to end (with appropriate notice having been served) before the 7 days' notice for the tenancy to end could apply²⁰⁶. But nothing would prevent a landlord-employer issuing the notices together, e.g. to say that the tenant's employment ends in 3 months' time and their tenancy will end 7 days later.

In a written submission, the JFU raised concerns with Article 6F(1)(m), which provides that a landlord may end a tenancy if the tenant requires but no longer has, or appears not to have applied for, a work permit or visa. The JFU noted that in the case of seasonal agricultural workers, it is the employer (who is also the landlord) who applies for the work permit, not the employee. The permit is issued in the name of the farm or business, meaning the landlord already holds the relevant information. As such, the JFU questioned the logic of this provision in the context of agricultural accommodation, where the responsibility for the permit lies entirely with the landlord.²⁰⁷

During the Second Public Hearing, the Policy Principal explained that the grounds for 7 days' notice for the expiry of a work permit was developed with Officers from the relevant department to understand "what the practices were on that side in terms of the policy to make sure that that was a proportionate provision."²⁰⁸ They went on to say that "We have looked at a number of different pieces of legislation to make sure that our law does not impact it in a negative or unintended way."²⁰⁹

²⁰⁴ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 22](#)

²⁰⁵ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 35](#)

²⁰⁶ [Microsoft Word - QAs Residential Tenancy Law](#) p.8

²⁰⁷ [Letter - JFU - 12th May 2025](#)

²⁰⁸ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 47](#)

²⁰⁹ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 47](#)

After the Second Public Hearing and in response to the JFU's submission, the Minister lodged an amendment (P.24/2025(Amd.2)) to clarify Article 6(3)(a), confirming that a new fixed-term agreement may be granted if the tenant has vacated the property for a significant period or if another tenant has occupied the unit in the interim. This ensures that seasonal workers, such as those described by the JFU, can lawfully enter into new initial fixed terms without contravening the Amendment Law's objectives.

KEY FINDING 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.

Panel Commentary

Ending Tenancies

The Panel's findings highlight two problems for ending tenancies under the 2011 Law: the ease with which periodic tenancies could be ended on three months' notice without reason, and the insecurity created by silent non-renewals at the end of fixed terms. The Amendment Law responds by introducing clear, statutory notice mechanisms for ending an initial fixed term early while requiring written notice of three month/ one month notice at the end of an initial term to avoid silent rollovers or silent non-renewals and improve transparency for both parties.

The Panel considers this an essential feature of the Amendment Law with key stakeholders also supporting the introduction of notice routes and timeframes across all tenancy types to replace such practices.

However, the Panel notes the Draft Residential Tenancy (Jersey) Amendment Law 202- (P.24/2025): amendment (P.24/2025(Amd.)) lodged by Deputy Bailhache, that (if approved) would revert to the current practices under the 2011 Law. However, the Panel believes that all tenancies should have clear, statutory notice routes, regardless of whether the Amendment Law's provisions on new tenancy arrangements are approved or not.

Accordingly, the Panel will propose a counter-amendment to insert into the 2011 Law to create a requirement that all fixed-term tenancies must be ended by written notice of three months by the landlord and one month by the tenant, both during the term and at the end. This will provide a statutory safeguard against the misuse of break clauses and the old practise of silent non-renewals.

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.

Ending an Initial Fixed Term & Break Clauses

While the Panel considered Expert Advisor Recommendation 12, which proposed requiring landlords to give a reason when ending a tenancy during the initial fixed term, the Panel could not substantiate a need for this from evidence from tenants, nor did it consider this compatible with the Minister's aims of providing more flexibility for both parties during an initial-fixed term.

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. The Panel did not propose to alter this, supporting Expert Advisor Recommendation 9 which proposed no change to the no reason notices for initial fixed terms.

However, based on the Panel's findings that the Minister has identified that one-sided break clauses are currently an issue, the LSJ'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 agrees to try to amend the Amendment Law 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". Without such a requirement, the Amendment Law as originally worded would have allowed both parties to give either one/three months' notice regardless of whether the contract included such a clause: creating a passive right that many parties may be unaware of. Given the nuance of this provision, the Panel considers it unlikely that most parties would welcome this level of uncertainty in their arrangements. As part of its proposed amendment on break clauses, the Panel will therefore include an additional safeguard requiring that any early termination right in an initial fixed-term tenancy be subject to at least one specified contractual condition. This will help ensure clarity, prevent passive rights from being unknowingly triggered, and maintain fairness between landlord and tenant.

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.

Ending Periodic Tenancies

The Panel notes that the Amendment Law will retain a one month, no reason notice period for tenants to end a periodic tenancy. Landlords' ability to end a periodic tenancy with three months' notice, available under the 2011 Law, will be removed, and instead, they must rely on one of the statutory grounds for notice set out in Article 6F(1).

In light of landlord concerns, Expert Advisor Recommendation 10 was accepted with the Panel agreeing that during a periodic tenancy, landlords should have a route to regain possession where no ground applies.

While the Panel accepts that, while the Minister's intent for 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. The Panel highlights its earlier findings on the use of silent non-renewals and no reason notices being used in "retaliatory" ways. 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.

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.

The Panel has agreed to propose an 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 B3: To allow landlords to end a periodic tenancy without giving a reason, provided they give at least 12 months' written notice.

Grounds for Notice

The Panel finds that the Amendment Law's introduction of a statutory list of grounds for notice is a wholly necessary reform, supported by the majority of stakeholders and regarded as reasonable and positive. While some called for the expansion of the list, the Panel understands that the development of the grounds was based upon both local feedback and international models: with the mandatory grounds for possession developed in collaboration with landlord representatives. The Panel also understands that the Amendment Law does not allow for the statutory grounds for notice as set out in Article 6F. The Panel is fully supportive of the grounds for notice.

However, the Panel did consider Expert Advisor Recommendation 14 which suggested expanding the list of mandatory grounds for possession. Given the Minister and Officer's explanation that only objective, non-behavioural grounds were included as mandatory, the Panel is supportive of this approach: deeming it appropriate for the Petty Debts Court to adjudicate on matters involving tenant conduct to ensure cases are assessed fairly.

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.

KEY FINDING 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.

To avoid confusion and in the interest of legal clarity, the Panel will propose an 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.

AMENDMENT B4: To Article 6F(1) to replace the term “not allowed” with “not applicable” in the columns (a) to (d) of the statutory table of grounds for notice.

Notwithstanding the Amendment Law’s introduction of a criminal offence for giving a false or misleading grounds for notice, the Panel remained concerned about its earlier finding that tenants will be responsible for initiating court proceedings against a landlord should they feel that the given ground for notice is false or misleading, particularly in light of the responses to the Tenants Survey expressing anxiety about challenging grounds for notice.

As a result, the Panel believes that additional support and guidance for tenants on challenging a ground for notice that they suspect is false or misleading is necessary. This also aligns with the Minister’s intention of “empowering tenants”, which the Panel supports and considers essential to ensuring that the protections in the Amendment Law are effective in practice.

RECOMMENDATION 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.

Notice Periods

In evaluating the notice periods set out in Article 6F, the Panel considered the evidence from landlords on the perceived imbalance of the periods for tenants versus landlords as well as Expert Advisor Recommendation 7, which asked the Panel to consider whether the notice periods for ending a tenancy were too short or too long.

The Panel accepts this in part. While the one-month period for tenants was defended by the Minister, the Panel was concerned in light of tenant’s responses that seven-day notice periods may be too short in practice, particularly in employment-linked or vulnerable contexts. However, the Panel accepts the Minister’s defence that the seven-days’ notice periods are for only the most serious and time-sensitive grounds for notice. The Panel also welcomes the Minister’s proposed amendment to clarify Article 6(3)(a), confirming that a new fixed-term agreement may be granted if the tenant has vacated the property for a significant period or if another tenant has occupied the unit in the interim.

The Panel did however seek Law Officer advice on whether all of the statutory notice periods set out in the Amendment Law are minimum requirements and could be contracted out of in response to Expert Advisor Recommendation 6. While it has already been evidenced that statutory notice periods cannot be “contracted out” of (please see the section titled Break Clauses & “Contracting Out”), Law Officers confirmed that all notice periods set out in the Amendment Law (Articles 6C, 6D(a), 6E and 6F) are statutory minimums (expressed as “at least” the specified period of notice). This means that, while a landlord or tenant is permitted to give a greater amount of notice than that specified in the 2011 Law (for instance, if a landlord wished to grant a tenant more notice than, for example, the minimum seven days required to be served on the ground of a visa expiring), but a shorter amount of notice than the specified statutory minimum cannot lawfully be given. It is perhaps conceivable that the parties might, as a matter of courtesy to one another or to enable more time for their counterpart to make arrangements for the end of the tenancy, agree between themselves that they will endeavour to give earlier notice than the statutory minimum. Any agreement or contractual provision to

this effect would, however, need to be carefully formulated so as to avoid offending Article 21 of the 2011 Law, which states that nothing in a residential tenancy agreement can operate to annul, vary or exclude the provisions of the 2011 Law, and parties are prohibited from contracting in such a way that would defeat, evade or prevent the operation of the 2011 Law. If either party tried to enforce a contractual provision of this nature, the statutory notice periods would apply, and any provision contrary to those periods would have no effect.

KEY FINDING 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 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.

Lastly, in response to Expert Advisor Recommendation 17 suggesting further clarification was sought on the prescribed form of notice, the Panel ultimately deemed it appropriate, in the local Jersey context, that an email would suffice as valid notice, particularly given concerns raised by landlords about administrative burden. While no formal template has been published, the Panel notes the Minister’s intention to publish additional guidance ahead of enforcement which may help clarify what constitutes valid written notice. Guidance more widely will be considered in Chapter 13.

Chapter 6 - Serious Breaches (Article 6F(1)(g)) & Illegality and Nuisance (Article (6F(1)(n))

During the Review, the Panel received considerable evidence on the grounds for “tenant’s illegality or nuisance” and “serious breach of tenancy agreement”. The breadth and complexity of the evidence received has warranted that these be considered in a stand-alone chapter.

Introduction

For breaches under the 2011 Law, Article 12(2) stipulates that a landlord can serve notice if a breach occurs, and if a tenant has not rectified the breach within seven days’, the landlord could apply to the Courts to order the eviction of the tenant. In practice, this meant that landlords could remove tenants from the property before the full notice periods governing their tenancy agreement had been observed: either 3 months under a periodic tenancy or as defined in the tenancy contract for fixed terms.

The Amendment Law broadly retains these core procedures but introduces a more detailed and prescriptive ground for termination, namely that in order for Article 6F(1)(g) to apply, Article 6G(2)(g) stipulates that a tenant must have breached the tenancy agreement in a way that is “sufficiently serious” to justify the landlord ending the tenancy, and the landlord must have given written notice for the tenant to correct the breach but the tenant has failed to do so²¹⁰. Article 6F(1)(g) would allow a landlord to serve one months’ written notice. The Court ordered process for evictions remains the same: evictions will be discussed in Chapter 7.

For a tenant’s illegality or nuisance under the 2011 Law, Schedule 2 requires that every residential tenancy agreement include standard covenants prohibiting the tenant from doing

²¹⁰ This wording reflects Article 12(4) of the existing law, which allows the court to order the termination of the agreement and the eviction of the tenant if it is satisfied that the breach is sufficiently serious to warrant termination and eviction.

anything illegal or prejudicial to the safety of the premises or neighbouring premises, and from causing any nuisance or annoyance to neighbouring occupiers. These obligations apply automatically to all tenancy agreements, regardless of whether they are expressly written in, and a breach occurs if a tenant engages in illegal activity or causes nuisance. Under the 2011 Law, a tenant's illegality or nuisance is only a ground for tenancy termination because it constitutes a breach of contract.

The Amendment Law changes this by providing a separate statutory ground for tenants' illegality or nuisance. Under Article 6G(2)(n), a landlord may seek to end a tenancy if the tenant has used the property for illegal purposes or if repeated or serious nuisance has occurred which has been attended by a police officer or a States' employee. This ground carries a seven days' notice period, the implications of which have already been considered in the previous chapter.

Minister Aims & Objectives

While the Minister has not published a strategic aim for the Amendment Law's treatment of breaches or nuisances separately from the wider grounds for notice, during the First Public Hearing, the Minister confirmed that granting a notice period of seven days for breaches "means a landlord in a serious incident can get to the point of Petty Debts Court quicker than they might otherwise before because under the current rules of no grounds notice, it is three months."²¹¹

Expert Advisor's Report

The Expert Advisor's Report assessed the grounds for breach and nuisance within the wider context of reasons for notice in chapter six.²¹² However, his observations and related recommendations (Recommendations 13 and 16) will be set out within the evidence sections below.

Given there are fundamental differences for how the Amendment Law deals with a serious breach versus illegality or repeated/serious nuisance under Article 6F on reasons for notice, each will be considered in turn.

Serious Breach – Article 6G(2)(g)

Article 6G(2)(g) of the Amendment Law defines a "serious breach of tenancy agreement" as one that is "sufficiently serious to justify the landlord ending the tenancy," and requires that the landlord must have given written notice asking the tenant to correct the breach: either by stopping the related activity immediately or by rectifying the breach within seven days. If the breach is not rectified, then the landlord can serve one months' written notice to terminate the tenancy under Article 6F. This maintains the structure and period of notice, including the opportunity for remediation, that is available in the 2011 Law but codifies it in more explicit statutory language.

²¹¹ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 34](#)

²¹² Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

Evidence

The Expert Advisor highlighted that while Article 6G(2)(g) defines “serious breach of tenancy” as grounds for notice, the definition of what constitutes a “serious” breach remains open to interpretation and could lead to ambiguity: a concern that was echoed by key stakeholders.

The JLA questioned whether the requirement that the breach of the tenancy agreement has to be “sufficiently serious to justify the landlord ending the tenancy” in new Article 6G(2)(g) is any more onerous than the corresponding Article of the 2011 Law that the breach is “sufficiently serious to warrant termination *and* eviction [italicisation added]”.²¹³

The LSJ also raised concerns on who would be assessing whether the tenant had “seriously breached” a lease, questioning “what happens if a tenant deliberately and repeatedly pays the rent late?” and cautioning that “drafting will need to be very carefully considered”. They advise that guidance on the matter is needed.²¹⁴

Neither the Amendment Law nor the Guide to the Amendment Law provides a practical test for what will qualify as “sufficiently serious” grounds for termination, as opposed to lesser breaches.

In response to the Tenants’ Survey, a number of tenants also made specific requests for guidance on what constitutes a “serious breach,” how much time tenants would be given to rectify a breach before eviction proceedings could begin. Some expressed anxiety over the application of this ground, including one submission that said:²¹⁵

“I worry some landlords would falsely claim the tenant has breached in order to get away with only giving one month notice.”

Others highlighted the lack of clarity on how long a tenant must be given to rectify a breach before a notice is issued. It remained unclear to tenants whether landlords must provide a tenant with a reasonable timeframe to address issues, such as non-payment or disruptive behaviour, or whether notice could be issued immediately.²¹⁶

Moreover, tenants asked whether landlords would be held accountable for failing to uphold their own obligations under the tenancy agreement:²¹⁷ with one voicing frustration at what they perceived as an imbalance in accountability:²¹⁸

“Tenants have no rights. Landlords use tenancy agreements only when it applies to the tenant. When it applies to the landlord, there is no accountability - even when it’s a fault of the landlord.”

²¹³ [Letter - JLA - 16th May 2025](#)

²¹⁴ [Letter - LSJ - 23rd May 2025](#)

²¹⁵ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

²¹⁶ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

²¹⁷ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

²¹⁸ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

In light of these concerns, the Panel questioned the Minister on how he foresaw “serious breach” being applied in practise, he replied that there would be guidance published but ultimately that “common sense will prevail from the first instances.”²¹⁹

The Minister emphasised that tenants who recognise they are at fault are unlikely to contest an eviction, stating, “If a tenant knows that it is a fair cop... then... they will not complain too much.” However, he reassured that safeguards exist to prevent misuse of the grounds, adding that if used “unjustly, there are several backstops” available to tenants, including recourse to the Petty Debts Court.²²⁰ He highlighted the Court’s existing role and experience in handling eviction cases, noting, “They have been around the block a few times on this already and will continue to do so under this law.”²²¹

As highlighted earlier (in considering whether rent arrears would constitute a serious breach of contract) the Panel notes that the Guide to the Amendment Law offers three examples of a breach of contract, namely:

- Failure to pay a lawful rent increase would normally result in the tenant being in breach of contract.²²²
- Failing to pay a fee set out in the tenancy agreement, this could amount to a serious breach of your tenancy agreement. If the breach was sufficiently serious, you could give your tenant an opportunity to pay the fee (usually a notice with seven days to pay), and if they did not comply with this, you would be entitled to give them one months’ notice.²²³

The Panel notes that the Guide to the Amendment Law offers only limited and narrow examples of what may constitute a breach of contract. However, this guidance fails to meaningfully distinguish between a minor breach and one that is “sufficiently serious” to justify ending a tenancy.

Therefore, the Panel was concerned about the ambiguity of the Article 6G(2)(g) and sought Law Officer’s advice on the matter.

In light of this advice, the Panel understands that the determination of what constitutes a breach that is “sufficiently serious to justify the landlord ending the tenancy”, for the purpose of issuing an Article 6F(1)(g) notice, is to be made by the landlord. The written notice the landlord gives to end a residential tenancy must comply with Article 6B and the Article under which the notice is given (in this example, Article 6F). These Articles require only that the landlord gives a written notice to the tenant that, among other things, states that the residential tenancy is to end under Article 6F and states the relevant reason for ending the tenancy (that must be given under Article 6F), which in this example would be “a serious breach of tenancy agreement” (ie a breach notified to the tenant under Article 6G(3) but not corrected), and then serve that notice on the tenant with at least the required one months’ notice period. There is

²¹⁹ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 37](#)

²²⁰ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 37](#)

²²¹ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 37](#)

²²² [Guide to the Draft Residential Tenancy \(Jersey\) Amendment Law 202-, Pg. 11](#)

²²³ [Guide to the Draft Residential Tenancy \(Jersey\) Amendment Law 202-, Pg. 16](#)

no requirement in the 2011 Law for the landlord to specify the particulars of, or give evidence as to, the serious breach in question when issuing an Article 6F(1) notice.

As highlighted in Chapter 5 – Ending Tenancies, it would be a criminal offence under Article 7 of the 2011 Law, as amended, for a landlord to knowingly or recklessly give a written notice stating a reason for ending a tenancy that is false or misleading. A tenant who believed that a landlord had not satisfied the requirements under Part 3 of the 2011 Law for ending a residential tenancy (for instance, not complying with the provisions in Articles 6B, 6F or 6G) could seek to challenge before the Petty Debts Court whether the tenancy had been ended in accordance with the 2011 Law.

However, Law Officers highlighted that if the landlord had sufficiently satisfied the Part 3 requirements (including, for instance, the requirements of Article 6F(1)(g) and Article 6G(2)(g)) then it is likely the Petty Debts Court would determine that the tenancy had been ended in accordance with the 2011 Law, notwithstanding that the tenant disagreed that the breach was “sufficiently serious to justify the landlord ending the tenancy”.

This means that in practice, other than by attempting to understand and resolve the landlord’s grievance informally, a tenant who disputes a landlord’s interpretation will likely have no option at the point of being served notice other than to challenge the notice before the Petty Debts Court.

KEY FINDING 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.

Illegality & Nuisance – Article 6G(2)(n)

In comparison to the 2011 Law, 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:
 - i. a repeated or serious nuisance in the residential unit; or
 - ii. interference with the reasonable peace, comfort or privacy of a neighbour of the residential unit.

In addition, Article 24(1)(f) 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 Assembly 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.

It should be understood that the definition of “nuisance” under the Amendment Law is entirely separate from and does not have any bearing under the [Statutory Nuisance \(Jersey\) Law 1999](#).

Evidence

There were not many comments raised by tenants on nuisance within the Tenants’ Survey on these provisions. However, one response raised concern that landlords could misuse this provision, particularly in regard to noises:²²⁴

“I would hope that this couldn’t be taken advantage of that a tenant, say, could be practising a musical instrument or their child making the various nuisance noises that children make. Stricter definition to the parameters of what counts as a nuisance may be needed. Not to mention nuisances not to do with noise/volume, etc.”

Interestingly, none of the individual landlord submissions referenced the grounds for breach of contract, illegality or repeated or serious nuisance.

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.”²²⁵

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.²²⁶

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.”²²⁷

KEY 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.

The Minister for the Environment goes on to say that in the absence of clear legal precedent within Jersey law, the Regulation Directorate has indicated it would issue supplementary

²²⁴ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

²²⁵ [Letter - Minister for the Environment - 23 May 2025](#)

²²⁶ [Letter - Minister for the Environment - 23 May 2025](#)

²²⁷ [Letter - Minister for the Environment - 23 May 2025](#)²²⁷

guidance to assist stakeholders in interpreting this provision.²²⁸ The Housing and Nuisance Team were also expected to develop a Standard Operating Procedure to provide model clauses and examples to landlords. However, this gap in statutory clarity would present a challenge in aligning enforcement mechanisms with the expectations set out in the Draft Legislation.²²⁹

The Panel questioned the Minister for Housing on the Minister for the Environment's comments during its Second Public Hearing. The Minister for Housing did not agree with this, stating:²³⁰

"I am not sure I regard it as that, to be perfectly honest. Under our current system, you do not even have to consider probabilities, you can just make it up, unless you are an Article 6 notice. By putting that in this with its conditions, that is raising the threshold at which that could be used as a ground for issuing notice."

The Panel agrees with the Minister for the Environment's interpretation that the Amendment Law's introduction of "repeated or serious nuisance" as a ground for possession broadens the circumstances under which action can be taken from the 2011 Law.

The Panel also notes, however, that the Amendment Law does so without a clear statutory definition or comprehensive legal framework for nuisance in Jersey. This, as confirmed by the Minister for the Environment, will create ambiguity for landlords, tenants and enforceable States Officers, and will place a heavy reliance on supplementary guidance from the Regulation Directorate to provide practical clarity.

The Expert Advisor also referenced the Minister for the Environment's view with his Report, noting that shifting the language from "continued and repeated" breaches to "repeated or serious" nuisance broadens enforcement powers, allowing action on single significant incidents.²³¹

KEY FINDING 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.

The Panel wishes to highlight the Minister for Housing's comments on the enforcement of these grounds requiring additional powers to be conferred on the Infrastructure and Environment Regulation Directorate (granted by Article 24(1)(f) of the Amendment Law). During the First Public Hearing, he said:²³²

"At the moment, the Regulation Directorate's Housing and Nuisance Team provides advice and support to tenants, but they do not hold the power to undertake investigations... So there has to be police involvement. As part of the enactment... we would seek to propose regulations that would establish powers of entry and

²²⁸ [Letter - Minister for the Environment - 23 May 2025](#)

²²⁹ [Letter - Minister for the Environment - 23 May 2025](#)

²³⁰ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 34](#)

²³¹ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

²³² [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 30](#)

investigation that would then enable the Regulation Directorate to pursue cases independently without relying on police involvement.”

The Minister for the Environment 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.²³³

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.²³⁴ 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:²³⁵

“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 Housing Department.

KEY FINDING 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.”

The Minister for the Environment raised further concerns about the Amendment Law’s provisions on nuisance as a ground for eviction during the Principle Debate. He noted that requiring his officers to be involved in establishing nuisance departs from the traditional approach, where such determinations would be made by the courts under a common nuisance law, which Jersey does not have.²³⁶

The Minister for the Environment reiterated the lack of clear definitions for “serious” and “repeated nuisance” in the legislation, emphasising that these do not align with statutory nuisances, which have a very high threshold and is criminal in nature.²³⁷ These concerns around the requirement for a Police or States Officer to attend were echoed by the JLA²³⁸ and Les Vaux Housing Trust.²³⁹

²³³ [Letter - Minister for the Environment - 23 May 2025](#)

²³⁴ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 39](#)

²³⁵ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 39](#)

²³⁶ [Letter - Minister for the Environment - 23 May 2025](#)

²³⁷ [Letter - Minister for the Environment - 23 May 2025](#)

²³⁸ [Letter - JLA - 16th May 2025](#)

²³⁹ [Letter - Les Vaux Housing Trust - 15th May 2025](#)

Les Vaux Housing Trust argued that the evidentiary threshold for establishing a repeated nuisance under the Amendment Law is unrealistically high. They were particularly concerned that requiring police attendance for each incident of nuisance sets an impractical standard, potentially leaving landlords unable to act in cases of persistent but lower-level disruptive behaviour. As they explained:²⁴⁰

“In addition, this would seem to be quite a high bar for a repeated nuisance. Eg Something might repeatedly annoy the neighbours, and in the event the tenant does not stop doing it, that would usually be a repeated nuisance. However, each individual occurrence might not be enough to warrant calling out the police.”

To address this, the Le Vaux Housing Trust recommended that the provision be split between serious nuisance and repeated nuisance. In their view, serious nuisance should continue to require that the police (or equivalent) have been asked to attend, emphasising that this is different from requiring confirmation that the police actually did attend. However, they suggested that repeated nuisance should be subject to a lower threshold. This would remove the requirement for police involvement and instead rely on a documented trail of the behaviour, such as written complaints or warnings issued by the landlord. They proposed that, after around four documented instances in which the tenant failed to amend their behaviour despite written notice, the landlord should be permitted to serve notice.²⁴¹

The Expert Advisor agreed that this approach would reduce strain on enforcement resources and avoid escalating neighbour disputes unnecessarily: he made a recommendation that Les Vaux Housing Trusts’ approach be adopted (Recommendation 16).²⁴²

The JLA also raised practical issues during its hearing about evidential requirements for repeated or serious nuisance, where they believe it may be “virtually impossible for a landlord to get any kind of evidence that the issues are happening, until it gets so bad that people are obliged to give evidence.” They argued that requiring police or third-party corroboration is “an unreasonable hurdle to overcome” for landlords in some cases.²⁴³

Given these concerns the Panel 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 constituted 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. SoJP therefore do not anticipate any change to this evidentiary role under the Amendment Law.²⁴⁴

²⁴⁰ [Letter - Les Vaux Housing Trust - 15th May 2025](#)

²⁴¹ [Letter - Les Vaux Housing Trust - 15th May 2025](#)

²⁴² Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

²⁴³ [Transcript - Public Hearing - JLA - 23 May 2025 - pg. 22](#)

²⁴⁴ [Letter - States of Jersey Police - 24th June 2025](#)

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.²⁴⁵

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 they 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 Connétables.²⁴⁶

The SoJP recommended that a clear Standard Operating Procedure be developed by the Housing and Nuisance Team to clarify responsibilities and prevent misallocation of resources.²⁴⁷

KEY FINDING 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.

Breach versus Nuisance

Given the overlap between a breach of contract and a tenant's illegality or nuisance under the 2011 Law, the Panel were keen to understand whether, in application, there could ever be an instance where the separate grounds for breach and nuisance under the Amendment Law could ever both apply. An example of this would be where a tenancy agreement includes a clause prohibiting loud noises after 11pm, with the tenant then making loud noises repeatedly after 11pm warranting a neighbour to call the police and having an officer attend the residential unit.

Within a response to the Les Vaux Housing Trust's submission the Minister for Housing stated that nuisance behaviour is often already captured under tenancy agreement terms and can therefore be addressed as a serious breach of contract.²⁴⁸

In such cases, landlords may issue notice under Article 6F(1)(g), which allows for one month's notice, rather than relying on the more stringent Article 6F(1)(n) nuisance ground, which allows only 7 days' notice but has a higher evidentiary threshold.

The Minister emphasised that the requirement to provide written warning and an opportunity to rectify the behaviour (as per Article 6G(2)(g)(ii)) serves as a tool to manage lower-level

²⁴⁵ [Letter - States of Jersey Police - 24th June 2025](#)

²⁴⁶ [Letter - Comité des Connétables - 20th May 2025](#)

²⁴⁷ [Letter - States of Jersey Police - 24th June 2025](#)

²⁴⁸ [Letter - Minister for Housing - 30 May 2025](#)

nuisance before escalation.²⁴⁹ He supported a tiered approach, whereby minor nuisance is treated as a breach of agreement, while the specific nuisance ground under Article 6F(1)(n) is reserved for severe or urgent cases, hence its higher bar of “serious or repeated”.²⁵⁰

KEY FINDING 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.

Panel Commentary

Serious Breach

The Panel highlights both significant stakeholder concern and the Minister’s uncertainty around the evidentiary standards for how “serious breach” will be used.

In light of the concerns about what would constitute a breach under Article 6G(2)(g) that was “sufficiently serious to warrant termination and eviction”, the Panel sought the advice of Law Officers to clarify how the threshold of a “serious breach” should be determined in practice.

The Law Officers confirmed that the determination is, in the first instance at the point of issuing the notices permitted under Article 6G(3) and 6F(1)(g), a judgement for the landlord as the notice-giver, and the landlord would be required in the Article 6F notice to state only that the reason for ending the tenancy is a “serious breach of the tenancy agreement”. As previously noted, there is no statutory obligation for the landlord to explain or evidence the breach at the point of giving the Article 6F notice, but the landlord would have been required to specify the activity which amounts to the breach in the Article 6G(3) notice (non-compliance with which is the precursor to issuing an Article 6F notice). A reasonable landlord would, however, be expected to have regard to what might objectively be considered sufficiently serious when considering the service of these notices.

The Law Officers further advised that, where challenged, it is anticipated the Petty Debts Court would apply an objective standard in deciding whether a breach is sufficiently serious to justify termination, drawing perhaps on any relevant guidance issued by the Minister in this area. However, the Petty Debts Court does not generally produce reasoned judgments of its decisions in cases, such that there is no body of available case law in matters determined by the Court under the 2011 Law. As such, it is anticipated that the meaning of “serious breach” will need to be understood case by case as disputes arise under the Amendment Law.

KEY FINDING 53: In practice, the Petty Debts Court will determine what constitutes a serious breach under the Amendment Law.

The Panel notes significant uncertainty over how “serious breach” will be interpreted in practice, coupled with limited published guidance and no published case law under the equivalent provision in the 2011 Law: there is no accessible precedent for landlords or tenants to follow to distinguish between a breach and a serious breach of contract.

Furthermore, in light of Expert Advisor Recommendation 13 and stakeholders’ proposal that rent arrears are clearly listed as being captured under the grounds of a serious breach of contract, the Panel agree that additional guidance is necessary. Therefore, the Panel is

²⁴⁹ [Letter - Minister for Housing - 30 May 2025](#)

²⁵⁰ [Letter - Minister for Housing - 30 May 2025](#)

recommending that the Minister publish example-based guidance setting out what type of contract breaches are serious enough to justify ending a tenancy and which are not, and that this should, at a minimum, list rent arrears and damage to the property as serious breaches.

RECOMMENDATION 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. 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.

Illegality & Nuisance

While the Panel supports the principles of introducing a separate ground for a tenant's illegality and providing a less severe recourse for lower-level nuisance behaviour, it is concerned that the current drafting of the term "repeated or serious nuisance" will introduce significant confusion in application.

Regarding a tenants' illegality or nuisance, the Panel has found that 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. Concerns were raised on the ambiguity of the terms "repeated or serious nuisance" by key stakeholders.

Furthermore, the Panel notes that, under the Amendment Law, the validity of using nuisance as a grounds 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 grounds, 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 the operational and resource pressures already highlighted by the Housing and Nuisance Team and the Police, 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 are amending the Amendment Law to remove the requirement for a States or Police Officer's attendance for a landlord to serve notice for a "repeated or serious nuisance".

And in response to Expert Advisor Recommendation 16 the Panel has agreed to seek 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.

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".

Breach versus Nuisance

In the Panel's view, greater clarity is required to ensure that the tiered approach intended by the Minister for breaches versus illegality and nuisances is practically usable. The Panel therefore recommends that, within the example-based guidance recommended above, the Minister sets out clear definitions on what constitutes a "serious breach" versus a "serious or repeated nuisance".

This is especially important considering the Minister's comments that tenancy agreement contracts could be used to treat nuisance behaviour as a breach, allowing landlords to serve notice under Article 6F(1)(g), which requires one month's notice. This approach effectively sidesteps the stricter evidentiary threshold under the specific nuisance grounds at Article 6F(1)(n), which allows for just seven days' notice. Making this distinction is therefore critical for landlords in choosing the correct legal route and provide tenants with more predictable protection from arbitrary or excessive enforcement.

RECOMMENDATION 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.

Chapter 7 - Evictions

Introduction

This chapter addresses what happens when a tenant fails to vacate a property after a valid notice has been served (commonly referred to as "not giving vacant possession"). While earlier chapters examined notice periods and the statutory grounds for ending a tenancy, this chapter focuses on the eviction process itself. The distinction between mandatory and discretionary grounds (as set out in the table of statutory grounds for notice in Chapter 5) is of particular importance for this chapter.

Evictions Under the 2011 Law

Under Article 11 of the Residential Tenancy (Jersey) Law 2011, a landlord may apply to the Petty Debts Court for an eviction order if a tenant fails to leave the property after the tenancy has ended. The Court must be satisfied that the tenancy has legally terminated. However, the 2011 Law does not set out specific grounds for possession, nor does it distinguish between mandatory and discretionary grounds, leaving significant discretion to the Court.

The Amendment Law introduces a statutory list of mandatory grounds for possession.

Under the 2011 Law, the Petty Debts Court can grant a stay of eviction if an eviction order has been made by the Petty Debts Court under Article 11 (when a tenant hasn't moved out after the tenancy ends) or Article 12 (when a tenant hasn't fixed a breach of the agreement).

Under Article 14 of the 2011 Law, the Court can grant a stay either on its own or if requested by the landlord or tenant. The stay can come with conditions, such as continuing to pay rent, and either party can later ask the Court to change or cancel the stay.

The Amendment Law preserves Article 14 of the 2011 Law meaning the process for stays of eviction will remain unchanged.

Minister's Aims & Objectives

Within the Accompanying Report to the Amendment Law, the Minister explains that changes to the way landlords regain possession of their properties were made in light of stakeholder engagement and consultation with landlord representatives.²⁵¹

The objective of which was to give landlords “more confident that they could regain possession of their property after giving notice”. He also notes that the Petty Debts Court “will retain discretion to issue a stay of eviction if in the circumstances it considers it just to do so, which will serve to protect tenants in case reasons for notice are misused.”²⁵²

Advisor's Report

The Expert Advisor lightly touched on evictions and stays of eviction with his Report within the contexts of stakeholder evidence: making one recommendation based on a proposal made by the JLA (Recommendation 15). This content will be evidenced and considered in its own right within the next section.

Evidence

There was a considerable volume of responses to the Tenants' Survey regarding evictions under the current 2011 and in response to the proposed changes under the Amendment Law.²⁵³

Most notably, tenants' responses revealed a widespread lack of understanding regarding their rights under both the current 2011 Law and the proposed Amendment Law. When asked whether they knew their rights in relation to eviction under the current law, only 32% of respondents said yes, with 68% indicating they did not. Awareness improved slightly under the proposed changes, with 42% stating they understood their rights, though 58% still said they did not.²⁵⁴

When invited to comment further, many tenants expressed frustration at what they perceived as landlords arbitrarily “issuing” eviction notices. However, the Panel understands that this reflects a misinterpretation of a “notice” to end a tenancy, as opposed to a Court issued eviction notice.²⁵⁵

KEY FINDING 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 showed confusion among tenants about the distinction between a landlord ending a tenancy agreement and being formally evicted through a Court Order.

²⁵¹ [Draft Residential Tenancy \(Jersey\) Amendment Law 202-](#)

²⁵² [Draft Residential Tenancy \(Jersey\) Amendment Law 202-](#)

²⁵³ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

²⁵⁴ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

²⁵⁵ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

While most references to evictions from individual landlord submissions are in reference to questions about the legitimacy of “revenge evictions”, a few others, including the JEAA, raised concern that stricter evictions will inadvertently place an increased burden on landlords and their agents.²⁵⁶

Stays of eviction

The Amendment Law does not materially alter the regime for stays of eviction under the 2011 Law. It leaves the power to grant, vary or revoke stays of eviction with the Petty Debts Court under the existing Article 14 procedures and does not remove or limit the Court’s discretion to impose conditions. Even with the introduction of mandatory grounds, the court may still consider a stay of eviction, either of its own accord or on application by a party to the eviction proceedings (e.g., the tenant). Some amendments are proposed to Article 15 (matters to be considered in deciding on stay).

This was confirmed both by the Minister himself during the First Public Hearing²⁵⁷ and within the Viscount’s response to the Panel’s letter dated 26 June 2025.²⁵⁸ Additionally, the Viscount’s response further clarified that the Amendment Law would “not give rise to any new practical consequences for the Viscount in enforcing an eviction, other than the usual delay in effecting an eviction for the duration of the period of the stay.”²⁵⁹

The Expert Advisor’s Report made one recommendation in relation to stays of eviction (Recommendation 15). This built on a proposal from the JLA made during a Public Hearing,²⁶⁰ which argued that the Amendment Law would continue to provide tenants with a stay of eviction after mandatory grounds have been proven, making it “difficult to give notice to a tenant in the right circumstances”, considering this “extra layer” of protection a burden to landlords.

Notably, the Viscount’s letter also stated that “the policy team developing this law has not consulted with the Viscount. “This is despite my colleagues in the Judicial Greffe informing the policy team that they should consult with the Viscount, especially in regard to evictions.”²⁶¹

In addition to the comments provided by the Viscount, the Panel also wrote to the Magistrate’s Court to inform its consideration of the proposed eviction framework under the Amendment Law. In its response, the Court raised concerns about the procedural implications of unresolved Rent Tribunal claims during eviction or rent arrears proceedings in the Magistrate’s Court. The most pressing issue relates to timing and jurisdictional overlap. The Court outlined a realistic scenario in which:²⁶²

- A landlord applies a rent increase.

²⁵⁶ [Letter - JEAA - 12th May 2025](#)

²⁵⁷ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 27](#)

²⁵⁸ [Letter - Viscount’s Department - 26 June 2025](#)

²⁵⁹ [Letter - Viscount’s Department - 26 June 2025](#)

²⁶⁰ [Transcript - Public Hearing - JLA - 23 May 2025 - pg. 10](#)

²⁶¹ [Letter - Viscount’s Department - 26 June 2025](#)

²⁶² [Letter - Magistrate’s Court - 3 June 2025](#)

- A tenant considers the increase excessive or unjustified but delays initiating a challenge through the Residential Tenancy Tribunal.
- In the meantime, rent arrears accrue based on the higher amount.
- The landlord brings a claim in the Magistrate's Court to recover the arrears—before the Residential Tenancy Tribunal has issued a decision.

The Magistrate's Court Greffier questioned whether, in such cases, it would be appropriate to stay (pause) the proceedings either until the tenant's two-month-and-two-week window to bring a Rent Tribunal claim has expired, or until the Tribunal has issued its decision, if a claim has been filed.²⁶³

The Greffier noted that, if no stay is granted and the Magistrate's Court proceeds with the claim, there is a risk that a default judgment may be entered against the tenant, potentially harming their credit or record, even if the Tribunal subsequently finds the rent increase invalid. However, staying proceedings for an extended period could leave landlords unable to enforce valid rent increases, potentially leading to significant arrears or tenants abandoning leases altogether.

The Greffier also stressed that the effectiveness of the overall regime will depend heavily on the timely resolution of Tribunal claims, particularly in cases where rent increases are disputed. Without sufficient clarity on how the two systems will operate in parallel, or how long Tribunal decisions are likely to take, the Magistrate's Court may face practical challenges in delivering fair and efficient outcomes for both parties.²⁶⁴

The Panel raised the Magistrate Court's concerns with the Minister during the Second Public Hearing, asking whether the Minister would consider directing the Petty Debts Court to automatically stay arrears claims during this window, to avoid such outcomes.²⁶⁵

The Minister for Housing responded by querying whether the Magistrate's Court had fully accounted for the required two-month notice period on rent increases, which delays the point at which non-payment becomes actionable. He suggested this mitigates the risk of early arrears claims, noting that a tenant cannot fall into arrears on the increased rent until the notice period expires. The Minister acknowledged the potential for a two-week overlap between the rent increase taking effect and the tenant submitting a Tribunal challenge but described this as an acceptable, if uncomfortable, window inherent in any appeal system.²⁶⁶

The Head of Strategic Housing and Regeneration added that much depends on the nature of the arrears, highlighting that a small shortfall due to a contested rent increase is completely different from cases involving full or repeated non-payment. For smaller cases, the matter may not warrant court action, while in significant cases, the Petty Debts Court would proceed as normal. She also noted that the Magistrate Court's letter had broadly welcomed the

²⁶³ [Letter - Magistrate's Court - 3 June 2025](#)

²⁶⁴ [Letter - Magistrate's Court - 3 June 2025](#)

²⁶⁵ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 16](#)

²⁶⁶ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 17](#)

Amendment Law and did not express significant concern with how these cases would be managed.²⁶⁷

During the First Public Hearing, the Panel also questioned whether there is any deterrent to prevent tenants from deliberately frustrating the eviction process, particularly when a landlord has issued a lawful notice. In response, the Head of Strategic Housing and Regeneration confirmed that while there is no explicit penalty for tenants in such cases, rent remains payable during occupation, and the Petty Debts Court would assess the situation based on the reasonableness of the landlord's actions and the evidence provided. The law encourages landlords to build an evidence trail by issuing written requests to correct breaches, which can support their case in court.²⁶⁸

KEY FINDING 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.

Panel Commentary

Notwithstanding the stark finding that the majority of tenants are unaware of their rights related to evictions under the 2011 Law, the Panel are satisfied with the Amendment Law's provisions for evictions.

While the Panel acknowledge the concerns raised by the Magistrate's Court on the potential practical challenges for cases 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 Panel concurs with the Minister's view that the risk is minimal, both in terms of the expected timeline for overlaps and the number of cases in which this situation is likely to arise.

The Panel also considered Expert Advisor Recommendation 15 suggesting a removal of tenants' ability to access stays of eviction for mandatory grounds. However, considering the Minister's confirmed that the existing powers of the Court under Article 14 of the 2011 Law to grant a stay of eviction would be preserved, the Panel is supportive of the principle that this protects tenants in cases where grounds for notice may be misused and allows for judicial discretion to consider individual circumstances.

Chapter 8 - Uninhabitable Residences & Insurance

Introduction

Article 9 of the Amendment Law introduces new provisions to deal with situations where a residential unit becomes uninhabitable due to damage.

²⁶⁷ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 18](#)

²⁶⁸ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 37](#)

Under Article 9(1), if a property becomes uninhabitable and this has been assessed by an authorised person (such as an environmental health officer), the tenant must vacate the premises.

From the date the property becomes uninhabitable, the tenant is not required to pay rent or other amount that is otherwise payable for the affected period unless the cause is due to intentional or reckless conduct of the tenant. Or, the landlord and the tenant have agreed that the landlord will provide the tenant with other appropriate accommodation until the affected period ends (Article 9(2)).

The landlord need not repay the amount unless required by an order of the court (Article 9(4)) unless the cause is the intentional or reckless conduct of the tenant, or the tenant has paid any rent or other amount that was payable under the residential tenancy agreement for any part of the affected period (Article 9(3)).

Article 9(5) imparts that Article 9 (residence uninhabitable) does not prevent or affect a review of rent during the affected period. This means that if rent was due to increase during the affected period, it could do so, and any civil debts would reflect this.

Article 9(6) explains what the affected period means.

The Amendment Law introduces a new requirement under Schedule 2, Paragraph 5, that landlords must insure the residential unit for any risk, loss, or damage for which the property can reasonably be insured.²⁶⁹ This includes, but is not limited to, risks such as fire, storm, flood, or subsidence. The obligation applies for the full duration of the residential tenancy and is framed as a contractual duty.

Expert Advisor's Report

The Expert Advisor's Report notes that the provisions on uninhabitable properties reflect the principle that tenants should not be expected to pay for a property they cannot or should not live in.²⁷⁰

Importantly, the Expert Advisor flags that this new mechanism will place additional responsibility on public authorities to assess habitability. Specifically, either the Fire and Rescue Service or the relevant States administration may be called upon to determine whether a property is uninhabitable, potentially increasing their operational burden. The Panel is advised to consider this issue in the financial and staffing implications section of its report.²⁷¹

The Expert Advisor notes that Schedule 2, paragraph 5 introduces a duty on landlords to maintain comprehensive buildings insurance for the entire tenancy against any reasonably insurable risks. Tenants are not required to hold contents insurance in law, but the Report confirms this may be made a contractual condition, so most agreements are likely to include a contents-insurance clause.²⁷²

²⁶⁹ [Draft Residential Tenancy \(Jersey\) Amendment Law 202-](#)

²⁷⁰ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

²⁷¹ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

²⁷² Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

The Advisor links this to enforcement, noting that Article 6G(2)(j) provides a reason for notice where a tenant's conduct causes the landlord to breach the insurance policy. The Report suggests that landlords should keep clear evidence of policy terms and any alleged breach. Overall, the provisions are described as uncontroversial and broadly align with existing best practice by the Expert Advisor.²⁷³

Evidence

The Panel notes support for these provisions from the JLA²⁷⁴, Citizens Advice²⁷⁵ and Caritas Jersey²⁷⁶, though some concern was raised from the appended JLA Member's submission on the issue of insurance, with one member noting that the Amendment Law oversimplifies insurance responsibilities and overestimates landlord capacity to rehouse displaced tenants.²⁷⁷ They also argue that tenants should be required to hold contents insurance, and express frustration with a perceived policy bias favouring tenants.²⁷⁸

The Panel questioned the Minister for Housing on the practical implications of the Amendment Law's provisions for uninhabitable residences, with a particular focus on how the revocation of a landlord's rented dwelling licence under the Public Health and Safety (Rented Dwellings) (Licensing) Regulations would interact with Article 9(1) of the Amendment Law. The Panel specifically asked:²⁷⁹

"Would the revocation of a landlord's rented dwelling licence under the Public Health and Safety (Rented Dwellings) (Licensing) Regulations be captured under Article 9(1) of the Amendment Law, as a situation in which a residential unit is considered to become uninhabitable? When a licence from the dwelling licence has been revoked, would that be considered when you say inhabitable?"

The Minister confirmed:

"Yes, I believe so."

Following the hearing, the Minister wrote to the Panel to correct and clarify this position, stating:

"The withdrawal of a rented dwellings licence would not automatically be captured under Article 9(1), as there could be other reasons why a licence has been withdrawn or not re-issued. This means that a landlord could not automatically end a tenancy under Article 6G(2)(h) of the Draft Amendment Law, but it may be the case that an authorised person as defined by the law can designate a rental unit as uninhabitable for the purposes of the Law, and this may correspond simultaneously to the withdrawal of a Rented Dwelling Licence. Both Laws carry a high threshold in terms of premises

²⁷³ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

²⁷⁴ [Letter - JLA - 16th May 2025](#)

²⁷⁵ [Letter - Citizen's Advice - 12th May 2025](#)

²⁷⁶ [Transcript - Public Hearing - Caritas Jersey - 23 May 2025](#)

²⁷⁷ [Letter - JLA - 16th May 2025](#)

²⁷⁸ [Letter - JLA - 16th May 2025](#)

²⁷⁹ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 46](#)

uninhabitable, presenting an imminent risk to health, hence it is likely that if a licence has been withdrawn for this reason, there is a probability that the threshold would be met for notice under Article 6G(2)(h). ”²⁸⁰

The Panel further sought clarity on how such a determination would be made in practice and whether tenants would be entitled to end the tenancy under this ground. The Minister explained that tenants would be entitled to do so and that “different bodies can make that judgment, Environmental Health being the lead one.” The Head of Strategic Housing and Regeneration elaborated that under Article 9(1), determinations of uninhabitability could be made by an insurer, the Fire and Rescue Service, or a relevant States administration, depending on the specific cause, such as public health concerns (damp or mould), fire, or other serious hazards.²⁸¹

KEY FINDING 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 has been withdrawn or not re-issued.

Panel Commentary

The Panel notes that the Amendment Law is framed to allow for termination from either side in the event of a licence revocation but also raised that public confusion persists around how other laws, policies, or guidance may be affected by the Amendment Law.

While noting some concerns raised by JLA Members on the requirement for insurance²⁸², the Panel is satisfied that nothing in the Amendment Law prevents landlords from making contents insurance a condition of the tenancy agreement. The Expert Advisor notes that in practice, this is likely to result in most tenancy agreements including such a requirement in future.²⁸³

In terms of enforcement, Article 6G(2)(j) provides a ground for termination of tenancy if the tenant’s conduct causes the landlord to breach their building insurance policy. The Panel believes that this introduces a clear consequence for tenants whose behaviour risks invalidating necessary insurance coverage, aligning with the principle of mutual responsibility in tenancy relationships.

Chapter 9 - Fees and Charges

Introduction

Article 1(1) of the 2011 Law defined “rent” as: “a sum payable by a tenant under a residential tenancy agreement in respect of a period, or the term, of the residential tenancy under the agreement”.

²⁸⁰ [Letter-RTL-Public-Hearing-Follow-up-13-May-2025.pdf](#)

²⁸¹ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 36](#)

²⁸² [Submission – Jersey Landlords’ Association – 16 May 2025 - \(Please see Members Submissions appended\)](#)

²⁸³ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

Schedule 2 paragraph 4 of the 2011 Law stipulates that tenants are not required to pay “any premium, or key money, in respect of the residential unit”, this applies regardless of whether the tenancy contract expressly states this or not.

Beyond this, the 2011 Law does not directly regulate specific fees and charges, although two related Orders provide some regulation:

- the [Residential Tenancy \(Deposit Scheme – Fee\) \(Jersey\) Order 2015](#) governs fees associated with the protection of tenant deposits: and
- the [Residential Tenancy \(Supply of Services\) \(Jersey\) Order 2013](#) prohibits tenants from being overcharged for resupplied utilities, by capping charges at the original provider’s rate.

Article 3 of the Amendment Law makes a minor amendment to the definition of “rent” as: “a sum payable by a tenant under a residential tenancy agreement in respect of a period of the residential tenancy under the agreement”.

Schedule 2 paragraph 4 of the 2011 Law is retained, prohibiting tenants from paying “any premium or key money” and the Amendment Law introduces Schedule 1, paragraph 13 requires that a tenancy contract must also set out who arranges and pays for:

- the supply, and related maintenance and repair, of services at the residential tenancy unit

Article 7A(1) ensures that rent increases apply only to rent and not any other fees payable.

Minister’s Aims & Objectives

In his *Way Forward* statement published in April 2024, the Minister for Housing outlined a clear regulatory objective in relation to fees and charges within residential tenancy agreements. The Minister committed to introducing provisions to:

- Prohibit inappropriate fees and charges,
- Create offences and penalties connected to unlawful charging practices,
- Ensure that both landlords and tenants would have the right of appeal, and
- Establish appropriate penalties for non-compliance.

The intention was therefore not simply to promote clarity but to implement an enforceable framework to address unfair or exploitative financial practices within the rental sector.

By contrast, the Amendment Law, as set out in the Accompanying Report, adopts a transparency-based model. It emphasises that there will be no statutory caps or prohibitions on fees or charges, explaining that the model seeks to empower tenants to make informed decisions at the outset of their tenancy, rather than to regulate the level or type of charges through statutory enforcement.²⁸⁴

KEY FINDING 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.

²⁸⁴ [Draft Residential Tenancy \(Jersey\) Amendment Law 202-](#)

Instead, the proposals adopt a disclosure-based model focused on transparency, rather than regulation or enforcement.

Expert Advisor's Report

The Expert Advisor notes that while the Amendment Law seeks to improve transparency around fees and charges, it does not fulfil the Minister's previously stated ambition to prohibit inappropriate charges or introduce statutory penalties for non-compliance. Although "The Way Forward Statement" set out the Minister's goal of introducing offences and penalties for unlawful practices, the Amendment Law explicitly avoids imposing statutory limits on fees and charges, in recognition of differing landlord and agent business models.²⁸⁵

Instead, the Expert Advisor notes that the Amendment Law focuses on transparency by requiring all applicable fees, such as "finder's fees," to be disclosed within the tenancy agreement. However, the current drafting lacks specificity about the level of detail required. For example, the Expert Advisor argues that it is arguable that simply stating the existence of a fee could meet the legal requirement, without disclosing the fee amount. He proposes that this may undermine the objective of providing tenants with clear and upfront financial expectations. As such, the Expert Advisor proposed Recommendation 27:²⁸⁶

The Panel may consider that the Draft Law could be made clearer by specifically stating that the amount, as well as the fact, (for example) of a finders fee must be provided in a tenancy agreement. As drafted, the level of detail of the information that must be provided under proposed paragraph 12 to Schedule 1 is unclear. The intention is to specify what the fee is, so that both landlord and tenant know up front their rights and obligations in pounds, shillings and pence.

Additionally, the Expert Advisor raised concerns regarding the fact that fees and charges fall outside the remit of the proposed Rent Tribunal and are not subject to the same caps as rent increases. This could present a loophole whereby landlords offset rent controls by raising ancillary charges, with no clear recourse for tenants to challenge such increases. The Expert Advisor proposed Recommendation 28:²⁸⁷

the Panel may wish to consider whether the remit of the needs to be widened to include fees and charges in order to ensure that the rent cap cannot be circumvented by increasing fees and charges on the side.

Evidence

There was no commentary on fees and charges from the responses to the Tenants' Survey nor from individual landlords' submissions.

The JEAA expressed support for the Amendment Law's intention to enhance clarity around fees and charges during a Public Hearing. Representatives stated that in their view, there are currently no hidden costs within professional practice. The Director of JEAA explained, "there

²⁸⁵ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

²⁸⁶ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

²⁸⁷ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

are not any,” with the President adding that “anything like that we would consider a refinement of the law which we would comply with.”

When asked whether the proposed transparency requirements were seen as a positive development, the President affirmed: “it is clarity so, yes, because it gives clarity at the outset.”

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Similarly, Propertymark welcomed the proposals, recognising that the requirement for any fees or charges to be written into the tenancy agreement at the outset as a beneficial step toward transparency and tenant protection.²⁸⁹

When asked about why the commitment to prohibit inappropriate fees and charges, including offences penalties and appeal rights for both landlords and tenants, set out in the Minister’s “The Way Forward Statement”, was not carried through to the Amendment Law, the Head of Strategic Housing and Regeneration said:²⁹⁰

“the Minister is taking the approach to not prescribe fees in this regard. That would be quite complex and under a great deal of bureaucracy and limit to tenancies and charges. Again, it is about guidance to the tenants to make sure that they know what to look out for in a contract, and where some risky provisions where they may not have full transparency on the potential cost may exist, we can try to address that through guidance.”

However, the Panel considers that the approach ultimately adopted in the Amendment Law is considerably narrower in scope. Instead of regulatory limits or penalties, the law requires only that any fees or charges be set out in the tenancy agreement. The Minister has described this as a deliberate choice to prioritise clarity and transparency over prescription, citing the complexity and potential market distortion involved in setting statutory limits. He stated:²⁹¹

“That would be a very substantial exercise. There would be a lot of market research and testing that we would need to do... and we would be imposing on the free market what you can and cannot charge for. I’m not saying that’s the wrong thing to do... but in the first instance, for the purposes of getting some substantial improvements moving forward, I think introducing transparency as a basic requirement is something that nobody can reasonably disagree with.”

The Panel observes that this leaves tenants wholly reliant on their own ability to spot and avoid problematic provisions at the outset.

KEY FINDING 58: While improvements in transparency regarding fees and charges are welcome, the absence of statutory controls, oversight mechanisms, and dispute resolution processes mean that tenants may still be exposed to excessive or unfair charges.

²⁸⁸ [Transcript - Public Hearing - JEAA - 20 May 2025 - pg. 31](#)

²⁸⁹ [Letter - Propertymark - 19th May 2025](#)

²⁹⁰ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 29](#)

²⁹¹ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 39](#)

Panel Commentary

While disappointed that the Minister's commitment to regulate fees and charges as set out in "The Way Forward Statement" was not followed through, the Panel notes that the Amendment Law retains and clarifies existing protections by preserving the prohibition on premiums or key money, maintains the capped charging rules for resupplied utilities, and introduces new requirements for tenancy agreements to specify responsibility for the supply, maintenance, and repair of services.

The Panel understands that Schedules 1 and 2 of the Amendment Law set out the minimum fees and charges that must be specified, but landlords and tenants are free to agree to additional terms provided they do not conflict with the Law.

The Expert Advisor recommended that the Panel consider whether the Amendment Law should require all tenancy agreements to disclose actual amount payable not just that the fee is required (Recommendation 27).

The Panel considered this but notes the practical difficulty it would create under the new framework for periodic tenancies. Since periodic tenancies under the Amendment Law can, in essence, roll on indefinitely, this would fix the monetary value of every fee at the outset of a tenancy that could lead to unintended rigidity. For example, where the cost of a service or administrative process rises over time, the originally stated fee would remain binding unless explicitly renegotiated.

However, the Panel agrees that as much specificity as practicable should be included in tenancy agreements, and believes it is in the best interests of both parties to set out fees clearly and in good faith. This includes not only naming the type of fee (e.g. "finder's fee" or "key replacement charge") but also stating either the current amount, where appropriate, or how it will be calculated.

KEY FINDING 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.

The Panel also notes a broader gap in tenant protection: the Amendment Law does not introduce a specified route for tenants to challenge unfair or excessive charges. Under the Amendment Law, fees and charges are treated purely as matters of contract. If a dispute arises, a tenant's only route of redress is through private civil action in the Petty Debts Court. This approach places a disproportionate burden on tenants, many of whom may lack the resources, legal knowledge, or confidence to pursue such claims.

The Expert Advisor raised this issue through Recommendation 28, suggesting that the remit of the Rent Tribunal could be expanded to include fees and charges to prevent this type of circumvention.

The Panel considered this recommendation carefully but ultimately did not adopt it. Expanding the Tribunal's remit would represent a major extension of its function beyond rent regulation, potentially requiring it to adjudicate on a wide variety of commercial practices, some of which may not be appropriate for Tribunal resolution. This would also necessitate additional administrative and legal capacity, with cost and resourcing implications not currently accounted for in the Amendment Law as touched upon earlier with Chapter 3 – Rent Tribunal.

The financial and resourcing implications of the Amendment Law will be considered fully in Chapter 14.

Nevertheless, the Panel shares the Expert Advisor's underlying concern that fees and charges could undermine the intent of rent caps. The Panel is also concerned that this lack of access to redress dilutes the effectiveness of the Amendment Law's transparency-based model. While disclosure at the outset of a tenancy may help tenants make informed decisions, it does not offer any ongoing protection where fees are inflated after agreement or applied in a coercive manner.

As such, the Panel agrees that this is a risk that should be monitored closely, particularly in the early implementation phase. Should evidence emerge that fees are being used to offset rent controls, this issue may warrant further legislative Review or policy intervention.

RECOMMENDATION 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.

Chapter 10 - Penalties

Introduction

Under Article 10 of the 2011 Law, it is an offence for a landlord, without lawful reason, to prevent a tenant from occupying any part of the rented property or to interfere with the tenant's enjoyment of the unit in a way that is not inconsistent with the tenancy agreement. Any landlord who contravenes this requirement is guilty of a criminal offence and liable to a fine, provided the penalty does not exceed level 3 on the standard scale.

Furthermore, Article 21 of the 2011 Law also sets out a prohibition against contracting out of the statutory rights within the Law: no clause in a tenancy agreement or any other arrangement can annul, vary, or exclude the provisions of the Law. And any attempt to enter into an agreement for the purpose of defeating or circumventing the 2011 Law is a criminal offence, punishable by a fine. The 2011 Law also allows for the creation of further offences by Order or Regulation.

The Amendment Law largely retains this structure but proposes significant changes to the way penalties are set out and implemented. It establishes a dual enforcement framework: criminal offences for serious, deliberate breaches and a civil penalty scheme for lower-level infractions. Article 24(3)(b) creates new powers for creating an offence and civil penalty breaches via regulations.

The Panel notes that, except for a tenant's two-month-and-two-week deadline to challenge an improper rent increase (under Article 7E(2)(a)), the Amendment Law does not set a time limit for bringing any other claims after a tenancy ends. These will remain subject to the normal limitation and procedural rules of the Court.

Minister's Aims & Objectives

In his 2024 the Way Forward statement, the Minister outlined his intention for penalties to deter exploitative practices, give tenants confidence, and to ensure landlords who break the rules can be held to account.²⁹²

The Minister clarified his position in the Second Public Hearing, stating “there will be punishment for it.”²⁹³

Evidence

Tenants' Survey responses regarding penalties were minimal, one submission questioned the practical impact of existing sanctions, arguing:²⁹⁴

“If a landlord's reason for terminating a tenancy is deemed unreasonable, the consequences for the landlord can vary depending - if a termination is found to be unjustified, the landlord might face a fine or being struck off a rental registry.... But how does this directly benefit the tenant who is still required to vacate the property? It's time to consider tenant compensation.”

The submission went further to recommend the introduction of statutory compensation for tenants who are forced to move because of an unjustified or unreasonable termination:

“If a tenancy agreement is unreasonably terminated, tenants should be entitled to financial compensation for the inconvenience and costs associated with finding new accommodation. This compensation can help cover moving expenses, the difference in rent if the new place is more expensive, or other related costs.”

Some individual landlords expressed strong opposition to the proposed civil and criminal penalties, arguing that the Amendment Law unfairly targets landlords while offering no equivalent sanctions for tenants.²⁹⁵ Concerns were raised about fines of up to £10,000 for breaches, a perceived lack of legal protections for landlords, and the absence of guidance ahead of the Law's implementation. Submissions also questioned the fairness of relying on the Petty Debts Court, which they viewed as tenant-leaning, and warned that landlords could be left to cover damage or unpaid rent with little recourse.²⁹⁶

Key stakeholder evidence will be considered separately for civil and criminal penalties.

Expert Advisor's Report

The Expert Advisor highlighted to the Panel that the penalties proposed in the Amendment Law, particularly criminal sanctions and civil penalties, raise concerns about proportionality and clarity. The Panel was encouraged to consider whether these powers, including significant investigative rights granted to officers and the imposition of civil penalties on landlords, are justified or potentially excessive.

²⁹² [Residential Tenancy Law: the way forward](#)

²⁹³ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 20](#)

²⁹⁴ [Residential Tenancy Law - Tenants Survey Results Summary - 2 July 2025](#)

²⁹⁵ [2025-05-15-Anon-20.pdf](#)

²⁹⁶ [Letter - Anonymous 21 - 19th May 2025](#)

In respect of the creation of a new criminal offence for a landlord knowingly or recklessly giving a false or misleading reason for ending a tenancy, the Expert Advisor commented on the thresholds set by the terms “knowingly” and “recklessly” and whether “dishonestly” was a more appropriate threshold for criminality.

For completeness, the Panel understands that:

- “Knowingly” indicates that the individual was aware of the nature of their actions and the likely consequences.
- “Dishonestly” is typically used to describe actions that are carried out with the intention to deceive.
- “Recklessly” is used when an action involves taking an unjustifiable risk that a reasonable person would not take and implies a disregard for the potential consequences of one’s actions.

While these aren’t defined statutory terms under Jersey law, the Panel does appreciate that they imply different thresholds for culpability, and in respect of the Amendment Law: criminal liability.

Civil Penalties - Article 24(3)(ba) and (bb))

Article 24(3)(ba) and (bb) of the Amendment Law pertain to Regulation powers to establish a new civil penalty regime. 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.

Furthermore, Article 24(1)(f) grants the regulation-making authority to equip authorised officers with powers to investigate if someone has committed an offence or a civil penalty breach of the Amendment Law. Officers could require individuals to provide documents or information related to a residential tenancy, including from landlords or managing agents. They will have the authority to enter residential units, business premises, or other relevant places at reasonable times, provided they give reasonable notice or have obtained a warrant on reasonable grounds.

During a public hearing, the JLA noted that the Regulation-making powers for a new civil penalties’ regime are broad:²⁹⁷

“it is of a general concern in that civil penalties are potentially going to be levied on landlords. We do not know what for; the regulation-making powers are very wide indeed. It will now enable officers to give fixed penalty notices to landlords for breaches of the law or for breaches of the tenancy agreement, which is an interesting one. What safeguards, checks and balances, are going to be put behind that?...I am not saying landlords should not be compliant but it is a bit of a bigger ask, and civil penalties seem like overreggng the pudding, if I can put it that way.”

Given the concerns raised on the broad nature of the Regulation-making powers for a civil penalties’ regime, the Panel raised the matter with the Viscount. In his written response, the Viscount said that “The new regulation making powers in Article 24 of the existing law

²⁹⁷ [Transcript - Public Hearing - JLA - 23 May 2025 - pg. 21](#)

establishing a civil penalty regime are unusual and I am unable to say how that might work in practice.”²⁹⁸

Within the Minister’s letter responding to the Review’s submission it was noted that the offences had been Reviewed by the Attorney General.²⁹⁹

Criminal Penalties

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).

Article 7G(4) of the Amendment Law introduces a criminal offence for a landlord without reasonable excuse failing to provide the Minister with rent information or knowingly or recklessly providing the Minister with rent information that is false or misleading, punishable by up to a Level 2 fine (£1,000).

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.

During a hearing the JEAA expressed significant concern that the Amendment Law’s approach to criminal penalties risks creating an adversarial environment and could inadvertently criminalise otherwise compliant landlords. The Association argued that the proposed fines are “very, very, very chunky,” and that the uncertainty in the legal grounds could place landlords in a difficult position, exposing them to severe penalties for mistakes rather than genuine misconduct. They highlighted that there is no equivalent criminal offence for grounds of possession in the UK, where disputes are typically resolved with cost orders rather than criminal sanctions.³⁰⁰

The JLA also questioned whether criminal penalties were heavy-handed in comparison to the offense of giving a false or misleading reason to end a tenancy:³⁰¹

“So I think the general concern is do landlords really need to be criminalised for these issues? Certainly in the U.K. there is no criminal offence in relation to giving a ground for possession. It is up to the court to decide whether the ground for possession is right or not on the evidence; there is no criminal penalty levied on the landlords.”

In contrast, Propertymark supports several aspects of the Amendment Law, one of which being if a landlord is found to have misrepresented the reason for ending a tenancy, this will constitute a criminal offence.”³⁰²

²⁹⁸ [Letter - Viscount’s Department - 26 June 2025](#)

²⁹⁹ [Letter - Minister for Housing - 6 June 2025](#)

³⁰⁰ [Transcript - Public Hearing - JLA - 23 May 2025 - pg. 21](#)

³⁰¹ [Transcript - Public Hearing - JLA - 23 May 2025 - pg. 21](#)

³⁰² [Letter - Propertymark - 19th May 2025](#)

In respect to the enforcement of fines for offences, the Viscount confirmed that there is no proposed change from current practice.³⁰³

KEY FINDING 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.

Panel Commentary

The Panel carefully considered the appropriateness and proportionality of introducing both civil and criminal penalties as set out in the Amendment Law in light of the evidence gathered.

While the Panel agrees with stakeholder concerns that there is a degree of uncertainty regarding how the new civil penalties regime will operate in practice, the Panel also recognises that, given the unprecedented nature of this regime for Jersey, it is reasonable that the full detail of offences and enforcement mechanisms may not be set out at this early stage.

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.

RECOMMENDATION 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 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.

RECOMMENDATION 13: The Minister for Housing must develop both the civil and criminal offences in a cohesive manner in secondary legislation.

The Expert Advisor’s recommendations in relation to penalties read as follows:³⁰⁴

Recommendation 31 – That the Amendment Law should not enable the creation of any new criminal penalties.

Recommendation 32 – That the Amendment Law should not enable the creation of any new criminal or civil penalties.

Recommendation 33 – That the Amendment Law should set out a higher threshold of dishonesty for criminality, whereas “recklessly” is sufficient for a civil penalty only.

³⁰³ [Letter - Viscount’s Department - 26 June 2025](#)

³⁰⁴ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

The Panel appreciates that the Amendment Law’s penalty framework aims to deter exploitative behaviour and ensure accountability, 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 JEAA 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.^{305 306}

Meanwhile, 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.³⁰⁷

After considering all evidence, the Panel accepts the need for a proportionate and enforceable penalties framework but believes this cannot be achieved through the current drafting. The Panel is satisfied that dishonesty is already adequately captured by the requirement that the reason given for ending a tenancy must be “false or misleading”, therefore rejecting Expert Advisor Recommendation 30. However, it 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 has agreed to proceed with an 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. Therefore, the Panel rejects Expert Advisor Recommendations 31 and 32.

AMENDMENT D1: To remove criminal penalties from the primary legislation and put it into secondary legislation.

Chapter 11 - Other Residential Property Types

Introduction

During its evidence gathering, the Panel identified several important issues that fall partially or entirely outside the scope of the Amendment Law, which the Panel considers important to address for the sake of clarity and completeness.

Expert Advisor’s Report

The Advisor also notes the scope is unchanged from Article 2 of the 2011 Law: non-self-contained lodging houses and staff accommodation remain outside the regime; if

³⁰⁵ [Letter - JLA - 16th May 2025](#)

³⁰⁶ [Letter - JEAA - 12th May 2025](#)

³⁰⁷ [Letter - Viscount’s Department - 26 June 2025](#)

accommodation is self-contained and already within the 2011 Law, the Amendment Law applies.³⁰⁸

Social Rented Housing

Within “The Way Forward Statement”, the Minister set out that regulating social housing is a separate, substantial project and would not be considered as part of the Amendment Law.³⁰⁹ The Amendment Law defines “social rented housing” by reference to the Minister’s existing social housing providers policy. This definition is necessary because social rented housing is specifically referenced in the Amendment Law under Article 7C, which allows certain social rented housing landlords to be exempt from the Amendment Law’s rent-stabilisation measures if they have different rent stabilising measures agreed with the Minister.

Within a response to the Review’s submissions, the Minister rejects claims that the Amendment Law creates new powers to change social housing eligibility “without checks or balances.”³¹⁰

The Panel understands that the Amendment Law does not regulate social rent setting (i.e. setting rents at the outset of the tenancy); it relies on the Minister’s social rents policy, with the Amendment Law’s definition of social housing used only to scope an exemption from the rent-stabilisation cap for certain social housing providers. However, the Panel highlights this as an issue for further guidance and communications given the confusion on the matter.

Lodging Houses

Article 2 of the Amendment Law defines a “self-contained dwelling” as one which provides, for the exclusive use of its inhabitants, a minimum of the following:

- a bath or shower,
- a washbasin,
- a kitchen,
- a sleeping space, and
- a lavatory.

Page 5 of the Accompanying Report clearly sets out that non-self-contained lodging houses or staff accommodation will continue to be out of scope of the Amendment Law. However, the Minister does acknowledge that “non-self-contained dwellings” remain an important issue, but the complexity of the issue means it will be considered at a later time”.³¹¹

The Panel did however receive a written submission from an individual landlord expressing views on the Amendment Law and lodging houses. To summarise, the submission challenges the claim that lodging houses are excluded from the Amendment Law. The landlord argues that in practice, self-contained units within lodging houses (like theirs, where all but two units

³⁰⁸ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

³⁰⁹ [Residential Tenancy Law: the way forward](#)

³¹⁰ [Letter - Minister for Housing - 6 June 2025](#)

³¹¹ [Draft Residential Tenancy \(Jersey\) Amendment Law 202- - pg. 5](#)

are self-contained) are fully caught by the legislation. As such they expect all provisions of the Amendment Law will apply to self-contained accommodation in lodging houses and has not received advice to the contrary.³¹²

The JLA were disappointed to learn of the absence of non-self-contained lodging houses and believes that “the proposal to exempt staff and lodging accommodations from regulation, while targeting already compliant self-contained rentals, is seen as misguided and ineffective.”³¹³

The JFU advised that: “Most staff accommodation on farms is now self-contained and we understand from a recent meeting with the Housing Minister that this self-contained accommodation is included in the Law. Most of this accommodation is occupied by employees on 9-month seasonal Work Permits.”³¹⁴

Importantly the Chamber of Commerce raised that current assessments of what constitutes a “self-contained” unit can be “highly inconsistent” in practise and made the following suggestions for remediation of this.”³¹⁵

They reported that in practice, such assessments have been inconsistent and provided an example where the presence of a single microwave in otherwise communal living space had led to a ruling that the unit was self-contained. They warned that:³¹⁶

“This kind of interpretation has real implications for employers. It may deter them from offering basic amenities to their staff for fear of unintentionally triggering legal obligations designed for formal tenancies. Such uncertainty creates risk and may undermine efforts to provide adequate and dignified housing for employees.” They recommended the publication of clear, practical guidance alongside the legislation to help employers and landlords understand how self-containment will be interpreted in practice.”

The Panel asked the Minister whether the definition of “self-contained dwelling” was sufficiently clear. He responded:³¹⁷

“I think it is already defined, to be honest. This law will not extend the scope that the current Residential Tenancy Law covers. So, if you are covered by it already, you will still be covered by it.”

“Student” and “staff” are not special categories in the Amendment Law and units are only captured if they are self-contained units. The Minister reiterated this position in his 6th June 2025 letter.³¹⁸

³¹² [Letter - Richard Buchanan - 8th May 2025](#)

³¹³ [Letter - JLA - 16th May 2025](#)

³¹⁴ [Letter - JFU - 12th May 2025](#)

³¹⁵ [Letter - Chamber of Commerce - 21st May 2025](#)

³¹⁶ [Letter - Chamber of Commerce - 21st May 2025](#)

³¹⁷ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 38](#)

³¹⁸ [Letter - Minister for Housing - 6 June 2025](#)

While the Panel recognises that this response affirms continuity with the existing 2011 Law, it considers the Minister's stance to underestimate the confusion and risk caused by inconsistencies in how "self-contained" is applied in practice.

The Panel is also concerned that the continued exclusion of non-self-contained housing from regulation also means a significant category of vulnerable tenants remains unprotected. While the complexities of such regulation are acknowledged, the Panel believes that further delay is no longer justified and that work should begin immediately on a parallel framework for regulating these properties.

KEY FINDING 61: Non-self-contained lodging houses lie outside the scope of the Amendment Law. While the Minister has stated that their regulation will be considered at a later time due to its complexity, the Panel notes significant stakeholder concern regarding the lack of current protections and the inconsistency in how "self-contained" units are assessed in practice.

RECOMMENDATION 14: The Minister must begin undertaking work to regulate non-self-contained lodging houses as a matter of urgency.

Housing Trusts

The Comité des Connétables noted that parish-provided rental schemes sit under a variety of trusts and founding terms, so the impact of the Amendment Law will vary scheme-by-scheme. And that parishes would face challenges in financing and delivering upgrades to older stock to meet enhanced standards, while keeping rents sustainable.³¹⁹

Chapter 12 - Transitional Period & Sequencing

Introduction

The Amendment Law will come into force on a date specified by the Minister through a Commencement Order. However, there will be a necessary period between the States Assembly's agreement of the law and its formal enactment. There are also considerations for how pre-existing arrangements and other issues such as the appointment of the Rent Tribunal, preparation of guidance, and implementation of regulatory infrastructure will be managed during the transitional period between the approval of the Amendment Law and its full roll-out.

The Panel notes that the Amendment Law repeals the following historic rent control legislation:

- The Dwelling-Houses (Rent Control) (Jersey) Law 1946
- The Dwelling-Houses (Rent Control) (Jersey) Regulations 1946
- The Dwelling-Houses (Rent Control) (Standard Tenancy Agreement) (Jersey) Regulations 1993

It also includes two consequential amendments to the [Agriculture \(Loans\) \(Jersey\) Regulations 1974](#) and the [Building Loans \(Jersey\) Law 1950](#). This is to clarify that when the

³¹⁹ [Letter - Comité des Connétables - 20th May 2025](#)

Minister sets a maximum rental for a tenancy under those schemes, the restrictions on rent increases under Article 7A of the Amendment Law do not apply.

Minister's Aims & Objectives

The Minister intends for the transitional period and sequencing of the Amendment Law's commencement to minimise disruption and reduce the administrative burden by phasing in the changes gradually.³²⁰

Expert Advisor's Report

The Expert Advisor's Report supported the Minister's use of transitional provisions as a proportionate way to avoid overnight disruption to the rental sector. In particular, the decision not to require immediate updates to all tenancy agreements was seen as a pragmatic way to reduce unnecessary administrative burden and avoid a spike in unintended term changes.³²¹

The Expert Advisor highlighted that pre-existing fixed-term agreements would continue under the 2011 Law until expiry; while pre-existing periodic agreements would automatically fall under the new regime on enactment, regardless of whether the agreement had been physically updated.³²²

The Expert Advisor acknowledged concerns about landlords seeking to fix tenancies ahead of implementation to delay the effect of rent stabilisation but noted that the incentive for doing so may be limited, given existing legal constraints on early termination and tenant refusal. Nonetheless, the possibility of some strategic fixing was acknowledged.

Pre-Existing Agreements

To avoid disruption, the Amendment Law uses a phased, "staggered" transition rather than a single cut-off date for pre-existing tenancy agreements.

Pre-Existing Fixed Term Tenancy Agreements

Under new Schedule 3, Paragraph 2, pre-existing fixed-term tenancies will continue under the provisions of the 2011 Law until they naturally expire, giving landlords and agents time to adapt without having to rewrite contracts in preparation of the Amendment Law's enforcement date.

At the end of the term, the tenancy must either convert to a periodic tenancy in line with the amended Law, or the parties may agree a new fixed-term agreement that complies with the updated provisions.

If a pre-existing fixed-term lease is varied after the Amendment Law comes into force (other than by a routine rent Review), it can no longer simply continue as it was. Instead, variation will either convert the agreement immediately into a periodic tenancy or prompt the parties to sign a brand-new tenancy under the Amendment Law (choosing between a periodic form or one with up to a three-year initial term). In starting a fresh agreement, landlords are free to negotiate a new rent without any carry-over restrictions.

³²⁰ [Draft Residential Tenancy \(Jersey\) Amendment Law 202-](#)

³²¹ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

³²² Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

At the Second Public Hearing, the Panel sought precise definitions of what changes to an existing lease would qualify as a variation under the Amendment Law:³²³

“Under the Amendment Law: ‘Pre-existing fixed-term agreements will be allowed to continue until their natural conclusion for a period of up to 3 years, once the new law comes into effect unless an agreement is varied.’ What threshold would qualify as a variation that resulted in a new agreement under the Amendment Law?”

The Minister and the Head of Strategic Housing and Regeneration, explained that any negotiated amendment would constitute a variation:³²⁴

Minister for Housing: “A different clause is negotiated in it. Either party at any point is allowed to go to the other and say: ‘I would like to have this part of my contract changed. Can we negotiate that?’ If they agree, then that is a variation.”

Head of Strategic Housing: “If there was nothing provided for that would allow that flexibility in the contract, then technically it would be a variation.”

Pre-Existing Periodic Tenancy Agreements

Article 6(2)(a) which defines periodic tenancies to include any tenancy “not granted for an initial term,” will immediately capture all pre-existing periodic tenancies on commencement regardless of whether the provisions within it are in-line with the Amendment Law or not. The Minister explains this within the Accompanying Report wherein:³²⁵

“landlords and tenants of pre-existing periodic agreements should know that they have the rights and responsibilities afforded to them under the Amendment Law regardless of whether their tenancy agreement reflects this. It will be at the landlord’s own risk if they decide not to update their agreement.”

The decision not to force landlords to re-execute or update pre-existing periodic term agreements is a transitional policy choice rather than a specific article in the Amendment Law. However, the retained Article 4 of the 2011 Law (setting out form requirements) remains and can be enforced by the Petty Debts Court where landlords fail to comply.

KEY FINDING 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 fall under the new law regardless of whether the tenancy agreement is updated.

Timing and Sequencing of Commencement

The Amendment Law will come into force on a date specified by the Minister through a Commencement Order. However, there will be a necessary period between the States Assembly’s agreement of the law and its formal enactment. This sequencing is by design: it reflects the Government’s recognition that core implementation tasks of establishing the Rent

³²³ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 41](#)

³²⁴ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 42](#)

³²⁵ [Draft Residential Tenancy \(Jersey\) Amendment Law 202-](#)

Tribunal, drafting enforcement regulations, and preparing public guidance, cannot proceed in full until the Amendment Law is passed.

The Minister confirmed that much of this will involve “at-risk work,” where preparatory steps must begin before legal authority exists. He explained:³²⁶

“There are things that we know we will need to get on with that we cannot do now because the law has not been passed, and it is at-risk work, I think it is called. We are going to have to come up with the rules for the rent tribunal... the regulations that we were just talking about for enforcement... But all of this stuff we know we are going to have to do during that period, and we do not know what we do not know.”

The Minister also acknowledged that pre-election constraints may impact the timeline:³²⁷

“There is an election on the horizon and purdah... there are limits in what you can do during that time. We would ideally want to get it done before then.”

The Head of Strategic Housing and Regeneration elaborated that this interim period would focus heavily on transition planning and communications:³²⁸

“Once the States Assembly have agreed the legislation, there will be a period of time before the law becomes enacted. In that time, a quite significant focus is going to be on preparations for the transition.”

She added that this includes:

“...making sure that the transitional provisions themselves are absolutely clear... making sure that everybody understands what they should be expecting from a tenancy agreement, a new tenancy agreement, when they are required to have one.”

While guidance will not be ready on day one, work to identify key issues is already underway. The Policy Principal noted:³²⁹

“It is really difficult to hang specific timelines around this... But we would hope to have guidance shortly or as soon as feasible possible after the law is there. We can work on guidance as we go.”

He clarified that:³³⁰

“We are already recording issues that are worth focusing in on in the future around the draft legislation... I do not think that [instant publication of guidance] would be realistic or feasible from our perspective.”

The Panel directly questioned on whether any additional secondary legislation was anticipated in addition to the repeals and consequential amendments set out above. The Panel was informed that detailed planning was still in development. However, the Minister and his officers

³²⁶ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 40](#)

³²⁷ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 40](#)

³²⁸ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 40](#)

³²⁹ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 40](#)

³³⁰ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 40](#)

emphasised that their intention was to ensure greater alignment across related legislation, particularly where previous laws have diverged in definitions or enforcement practices. The Head of Strategic Housing and Regeneration stated:³³¹

“I think our key focus when developing the legislation was to seek greater alignment with other laws where there may have been some drift... some differences and definitions lead to complexity or lack of clarity when coming to enforce the law.”

The Policy Principal added that “we have looked at a number of different pieces of legislation to make sure that our law does not impact it in a negative or unintended way.”³³²

Rent Tribunal’s Commencement

Given the central role of the Rent Tribunal in enforcing key provisions of the Amendment Law, the Panel sought early confirmation that it would be operational at the point of commencement. During its First Public Hearing, the Minister confirmed that this would not be the case:³³³

“No, it will not be up and running. It will be on the road to be up and running, I am hoping.”

This delay is due to legal constraints. The Minister explained that Tribunal members cannot be appointed until the legal power to do so is conferred by the enactment of the law:³³⁴

“I cannot go offering people jobs on the Tribunal before the law has been passed.”

Officials explained that this sequencing was intentional. The law does not include an Appointed Day Act, giving the Minister discretion to enact it at a time that allows necessary groundwork (including Tribunal appointments) to be completed first. As the Head of Strategic Housing and Regeneration explained:³³⁵

“We made a key choice to not pursue an Appointed Day Act... so we made sure this flexibility [exists]... It is going to be a gradual transition.”

Officials reassured the Panel that there is no intention for a lengthy delay between enactment and the Tribunal becoming functional. Depending on legislative timing, it may even be possible to enact the law and appoint Tribunal members on the same day:³³⁶

“There might be a sequencing even within a 24-hour period... it happens quite neatly.”

The Panel recognises the practical need for flexibility and accepts that the Tribunal may not be immediately operational. However, it notes that the success of the new regime, particularly the rent control provisions, depends on a functioning Tribunal being in place as soon as possible. It therefore welcomes the commitment that preparatory work, such as drafting regulations, designing the appointment process, and preparing guidance, is already underway

³³¹ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 47](#)

³³² [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 47](#)

³³³ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 41](#)

³³⁴ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 41](#)

³³⁵ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 41](#)

³³⁶ [Transcript - Public Hearing - Minister for Housing - 7 May 2025 - pg. 42](#)

and will continue ahead of enactment. This was confirmed as follows by the Head of Strategic Housing and Regeneration:³³⁷

“We can do a lot of work... at risk, if you like... getting the advertisements ready, and we will press go as soon as we are legally allowed to press go.”

The Panel also welcomes the Minister’s commitment to developing user-friendly guidance in advance, through consultation with likely users of the Tribunal:³³⁸

“We will have time to do that before this comes into force... and look at that and say: ‘Does everyone agree that that is clear enough to proceed with?’”

KEY FINDING 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.

Panel Commentary

While the Panel did not seek further clarification on the expected length of the informal “grace period” before Article 4 of the 2011 Law begins to be enforced again from the Minister himself, as recommended by the Expert Advisor (Recommendation 30). It did agree that this would be beneficial and sought further clarification on the matter.

As such, it understands that there is no definitive enforcement date in order to allow for parties to smoothly transition with minimal disruption from the current 2011 Law rather than setting a hard enforcement date. The Panel is satisfied with these arrangements but wishes to highlight that landlords who have pre-existing tenancy agreements should anticipate eventual enforcement and in the interest of best practise would be encouraged to update their contracts in line with the Amendment Law as soon as they deem appropriate.

The Panel also agrees with the Expert Advisor’s endorsement of the transitional provisions as a necessary and proportionate way to mitigate disruption for both landlords and tenants, particularly by avoiding a hard cut-off date or mandatory re-execution of tenancy agreements (Recommendation 29). It supports the staggered approach adopted in the Amendment Law, which allows pre-existing fixed-term agreements to continue under the 2011 Law until their natural conclusion, while ensuring that pre-existing periodic agreements are automatically captured under the new regime upon commencement. The Panel welcomes this balance between continuity and reform as well as the wider phased approach to the commencement of the Amendment Law.

KEY FINDING 64: The Minister for Housing will adopt a phased approach to the commencement of the Amendment Law.

However, the Panel still remains concerned about the practical sequencing of essential implementation tasks, particularly the establishment of the Rent Tribunal given its central role in enforcing the Amendment Law.

The Panel wishes to reiterate that clear, collaboratively drafted guidance must be published as a matter of urgency. Without detailed guidance in advance, all parties will lack the certainty

³³⁷ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 16](#)

³³⁸ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 8](#)

needed to navigate the new framework. We therefore expect the Minister to deliver guidance for publication before the Amendment Law's enactment.

RECOMMENDATION 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.

Chapter 13 – Guidance, Communications, Accessibility & Impact

Introduction

The Amendment Law represents a substantial and novel reform of Jersey's residential tenancy framework, requiring stakeholders to assimilate a significant volume of new obligations and processes.

A Guide to the Amendment Law was published on 31st March 2025 by the Strategic Housing and Regeneration Team (the Q&A Guide) that sets out a "Q&A" section for landlords and tenants separately to answer questions either parties may raise on the practical application and implications of the Amendment Law.³³⁹

The Panel also noted within its Review that the Minister had committed to updating the existing [Model Tenancy Agreement](#) which was published in 2020 and is a Government-recommended standard form that landlords may use to make sure their tenancy agreements meet all the mandatory requirements of the 2011 Law.

Expert Advisor's Report

The Expert Advisor flags a specific risk in the current Model Tenancy Agreement, namely that Part F includes a break clause that bars tenants from giving notice in the first year and then requires at least three months' notice thereafter. Under the Amendment Law's new notice framework, this wording could pull against statutory minima and confuse users, especially around what notice a tenant may give during an initial term versus once the tenancy becomes periodic. The Advisor urges that the revised Model Agreement and accompanying guidance squarely reconcile model clauses with the new statutory rules to avoid contract–statute conflict (Recommendation 8).³⁴⁰

On communications, the Advisor considers the published Q&A a useful start but insufficient on its own. He points to periodic tenancies as the area where early, example-led guidance is most needed so landlords and tenants can choose tenure confidently and avoid unintended consequences (Recommendation 5).³⁴¹

Evidence

As shown throughout this report, the Amendment Law and its associated provisions have been misunderstood, misinterpreted and caused significant confusion. Misreadings and

³³⁹ [Guide to the Draft Residential Tenancy \(Jersey\) Amendment Law 202-](#)

³⁴⁰ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

³⁴¹ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

misinformation were found across submissions from all stakeholder types. The Panel found that the most frequent were:

- Fixed terms are abolished entirely.
- Every rent change needs prior approval by Government.
- The rent increase limit controls initial rent setting.
- Being served notice means being evicted.
- The one month notice period under periodic tenancy contracts for tenants is a new requirement.

Stakeholder evidence raised serious concerns about the accessibility and clarity of the Amendment Law, with even more concerns were raised in regard to tenants who are already vulnerable due to language barriers, unfamiliarity with legal processes, or limited access to support services.

Caritas Jersey emphasised that many tenants are not aware of even their most basic rights, such as notice periods or the requirement for a written tenancy agreement. In some cases, the legal framework appears to be entirely circumvented by landlords who operate with impunity.³⁴²

“There are some landlords out there who perform to their own rules and regulations... It is very clear to a lot of people we see, especially people without English as a first language, that they do not have the faintest clue and it is deliberately withheld from them, I would suggest.”

Caritas welcomed the introduction of landlord licensing as a step toward greater oversight but warned that enforcement is still contingent on tenants being willing and able to report wrongdoing, something which remains unlikely given widespread fear and a lack of faith in the system.³⁴³

“That is why we were so supportive of that legislation because the difficulty we had was that a lot of those landlords were completely off radar.”

During the Second Public Hearing, the Strategic Housing and Regeneration team also acknowledged that Caritas and similar frontline organisations are identifying landlords who appear to be disregarding both the 2011 Law and the Public Health and Safety (Rented Dwellings) Law.³⁴⁴

“They are both flagging as a compliance issue from that conversation.”

It was also noted during the Second Public Hearing that raising awareness of the 2011 Law even without legislative reform could be beneficial in itself. This aligns with the Tenants’ Survey

³⁴² [Transcript - Public Hearing - Caritas Jersey - 23 May 2025 - pg. 7](#)

³⁴³ [Transcript - Public Hearing - Caritas Jersey - 23 May 2025 - pg. 7](#)

³⁴⁴ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 45](#)

responses that evidenced awareness of tenants' rights in relation to evictions under the 2011 Law was low.³⁴⁵

PropertyMark called for redress scheme requirements as a means to improve standards and consumer protections. While such schemes could play a role, they rely on tenants being able to understand their rights in the first place, an assumption that does not hold under current conditions.³⁴⁶

Key stakeholders also expressed discontent with the complexity of the Amendment Law, with the Treasurer of the JLA remarking that “to ordinary landlords it is very difficult for them to understand what is coming.”³⁴⁷

Moreover, Ashore Relocation was explicit in its criticism of the linguistic complexity used in tenancy documents and, by extension, tenancy legislation:³⁴⁸

“No leases should be worded in “heretoforth notwithstanding” language that is designed to confuse. Landlord and Tenant should be universal terms rather than Lessor and Lessee.”

Early on its Review, the Panel identified the significance of misinformation and misapplication of the Amendment Law. On 6th June 2025, the Minister wrote to the Review warning that many submissions misrepresented the proposals despite the published Q&A Guide.³⁴⁹

“the Panel will be aware that I published a Guide to the Draft Residential Tenancy (Jersey) Amendment Law... Notwithstanding this document clearly setting out my proposals and how they will affect a landlord or tenant, I believe there is need for me to clarify some of the common misunderstandings that have arisen during your consultation.”

KEY FINDING 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.

Support

In light of these concerns, during the Second Public Hearing, the Panel questioned whether the Housing Advice Service would act as a first stop contact point for tenants or landlords seeking clarification on whether a breach had occurred or to better understand the Amendment Law.³⁵⁰

The Minister for Housing responded that there is no “automatic designated first stop” as different individuals will have different preferences for seeking advice. For example, landlords with larger portfolios may consult their lawyers, while others might turn to charities or other

³⁴⁵ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 45](#)

³⁴⁶ [Letter - PropertyMark - 19th May 2025](#)

³⁴⁷ [Letter - JLA - 16th May 2025](#)

³⁴⁸ [Letter - Ashore Relocation - 16th May 2025](#)

³⁴⁹ [Letter - Minister for Housing - 6 June 2025](#)

³⁵⁰ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 45](#)

representative bodies. The Minister confirmed that the Housing Advice Service exists as a point of contact for anyone who wishes to use it, with the capacity to connect people to other Government services and build tailored support packages if needed.³⁵¹

When pressed on whether the service would be available to both landlords and tenants, the Minister stated:³⁵²

“Yes, absolutely. I absolutely encourage landlords to engage with the Housing Advice Service. It exists as much for them as anyone else.”

Panel Commentary

Despite the Minister’s Q&A Guide, the Panel understands that Amendment Law, as drafted, is not only difficult to interpret for a layperson, but is near impossible for many people to engage with meaningfully. The drafting style, legal terminology, and reliance on cross-referenced Articles mean only those with legal expertise can navigate the system with confidence.

KEY FINDING 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.

In considering proposed recommendations to the Minister, the Panel accepts both Recommendation 8 and Recommendation 5 from the Expert Advisor.

In accepting Recommendation 5, the Panel recognises that this aligns directly with a number of its earlier findings and recommendations calling for clear, accessible, and example-based guidance on multiple aspects of the Amendment Law before commencement. As set out in earlier chapters, the Panel has already recommended guidance on:

- the exceptions to the rent increase limit;
- practical decision-making criteria for the Rent Tribunal;
- tenant and landlord rights and responsibilities under new tenancy arrangements;
- how tenants can challenge grounds for notice suspected to be false or misleading;
- what constitutes a “serious breach” versus “repeated or serious nuisance” and how to keep these grounds separate; and
- what breaches are sufficiently serious to justify ending a tenancy.

The Panel supports the Expert Advisor’s view that such guidance should be prioritised to ensure both landlords and tenants can make informed decisions ahead of the Amendment Law’s commencement to avoid unintended consequences.

In relation to Recommendation 8, the Panel shares the concern that the break clause currently contained in Part F of the Model Tenancy Agreement is at odds with the new statutory notice framework under the Amendment Law. The current clause prevents tenants from giving notice in the first year and then imposes a three-month notice requirement thereafter, which could

³⁵¹ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 45](#)

³⁵² [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 45](#)

conflict with statutory minima and cause confusion for both parties—particularly in distinguishing the notice rights available during an initial term from those that apply once a tenancy becomes periodic. The Panel agrees that the revised Model Agreement and any accompanying guidance must clearly reconcile all model clauses with statutory rules to avoid contract–statute conflict.

RECOMMENDATION 16: The Minister must update and publish the Model Tenancy Agreement before the Amendment Law comes into force.

To strengthen the support for tenants and landlords in navigating the Amendment Law, the Panel has also agreed to recommend that the Minister designates the Housing Advice Service as the primary point of contact for queries on the law.

While the Minister confirmed during the Second Public Hearing that the Housing Advice Service is available to both tenants and landlords, the absence of a formally designated first point of contact risks people seeking advice from inconsistent or unreliable sources, perpetuating misunderstanding. By clearly designating the Housing Advice Service as the primary source of authoritative information, and ensuring it is fully resourced and equipped to provide practical tools, including model tenancy agreements, standard forms, and step-by-step guidance on processes such as accessing the Rent Tribunal or Petty Debts Court, the Government can help ensure that all parties have equal access to accurate, consistent, and practical advice from commencement.

RECOMMENDATION 17: The Minister should designate the Housing Advice Service as the primary point of contact for queries on the 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.

Chapter 14 - Financial & Staffing Implications

Introduction

The Draft Residential Tenancy (Jersey) Amendment Law 202- includes several provisions that will introduce new responsibilities for both the public sector and landlords. The most notable of these is the establishment of a Rent Tribunal under the Tribunal Service to adjudicate disputes, particularly around rent increases. According to the accompanying report, a draft Business Case has identified an ongoing revenue requirement of £130,000 per annum, largely to cover Tribunal member remuneration and administrative support. Approximately £90,000 of this will be drawn from a pre-existing internal budget allocation made in the 2021 Government Plan for tenants' rights. The remaining £40,000 is expected to be addressed through the 2026 Budget process.³⁵³

There will also be some unfunded cost pressures in 2025 to cover set-up costs for the Tribunal prior to the enactment of the Law. However, these are anticipated to be manageable within existing departmental underspends.

³⁵³ [Draft Residential Tenancy \(Jersey\) Amendment Law 202-](#)

Evidence

Whilst minimal, concern was raised by two landlords about the cost of establishing a Rent Tribunal, questioning whether this was necessary and appropriate.^{354 355}

Expert Advisor's Report

The Expert Advisor's Report notes that the Minister's Report (p.20) estimates an ongoing revenue requirement of £130,000 per annum, principally to fund Rent Tribunal member remuneration and administrative support. It also records unfunded cost pressures in 2025 for the Tribunal's set-up so it can operate ahead of enactment. However, the Advisor notes there is no assessment of wider financial impacts of the Amendment Law beyond the Tribunal line.³⁵⁶

The Expert Advisor identifies additional areas likely to carry costs and staffing implications that are not quantified:³⁵⁷

- Article 6G(2)(n) – “tenant’s illegality or nuisance”: requirement for a police officer or States’ employee to attend such incidents implies training and operational costs. The Minister for the Environment’s letter warns of increased complaints/referrals, a risk that the Regulation Directorate may be unable to deliver effectively without extra capacity, and the need for triage and prioritisation with no confirmed additional staffing.
- Article 9 – referrals/compliance by other services: potential increased burden on Fire and Rescue, planning/building control, and environmental health; no cost estimates are provided.
- Judicial Greffe / Tribunal Service: the Judicial Greffier indicates a need for one additional staff member and cautions that if caseload exceeds estimates the Tribunal may have to pause or slow until resourcing is Reviewed. Costs in 2025 will be managed from existing budgets; for 2026 a total of £149,189.90 is being sought (with £90,000 to be transferred from another department, leaving £59,189.90 as new budget for 2026, with a slightly increased amount projected for 2027–2029).

The Expert Advisor concludes that, beyond the £130k headline figure for the Tribunal, material cost and staffing pressures are plausible across enforcement and support functions yet remain unscoped and uncoded at this stage. As such the Expert Advisor recommends that the Panel should seek clarity on the full, end-to-end cost of implementing the Amendment Law (Recommendation 34).³⁵⁸

Resourcing

The Judicial Greffe has indicated that further funding may be required to adequately support the functioning of the new Tribunal.³⁵⁹ While the Minister for Housing has expressed confidence that the system is unlikely to be inundated with cases in its early stages, the

³⁵⁴ [Letter - Anonymous 22 - 16th May 2025](#)

³⁵⁵ [Letter - Anonymous 21 - 19th May 2025](#)

³⁵⁶ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

³⁵⁷ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

³⁵⁸ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

³⁵⁹ [Letter - Judicial Greffe - 15 May 2025](#)

potential volume of applications remains an open question. The Minister acknowledged the “great unknown” of how many cases may be brought forward but stated that the budget had been set with a pessimistic forecast, suggesting the risk of overspend is low.³⁶⁰

From an officer perspective, it was noted that the Tribunal represents a new function and is therefore the principal focus of financial planning. However, it was also emphasised that modernisation of tenancy law and the introduction of statutory guidance could reduce pressures in the long run, by streamlining processes and minimising unnecessary queries and disputes.³⁶¹

The expansion of investigatory and enforcement powers under the Amendment Law raised some concern from the Minister for the Environment, particularly in relation to the Regulation Directorate’s capacity. In his letter to the Panel, the Minister highlighted staffing constraints and the potential need for digital resourcing.³⁶²

Furthermore, a submission from the Comité des Connétables also referenced potential resourcing implications for the Honorary Police and parishes.³⁶³

When questioned about these concerns at the Second Public Hearing, the Head of Strategic Housing and Regeneration acknowledged that there were some resourcing issues within the Regulation Directorate but attributed these primarily to vacancy and absence management rather than a lack of overall headcount.³⁶⁴ She also confirmed that the Directorate had been engaged throughout the drafting process and were broadly supportive, viewing the legislation as a formalisation of their current shadow enforcement role. On balance, she characterised the new enforcement responsibilities as “business as usual.”³⁶⁵

When asked whether the financial and staffing implications had been raised with other departments, the Minister for Housing confirmed that discussions at the political level had focused more on the substance of the legislation than on resourcing. He noted that the law does not impose a heavy enforcement burden and that many of the functions are passive or interpretive rather than operational.³⁶⁶

The Head of Strategic Housing and Regeneration added that officer-level conversations had not revealed any major concerns about implementation capacity.³⁶⁷ She also explained the shared staffing model between the Minister for Housing and the Minister for the Environment, particularly for the Housing and Nuisance team, and acknowledged that clarifying responsibility lines may be useful in future.³⁶⁸

³⁶⁰ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 50](#)

³⁶¹ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 51](#)

³⁶² [Letter - Minister for the Environment - 23 May 2025](#)

³⁶³ [Letter - Comité des Connétables - 20th May 2025](#)

³⁶⁴ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 93](#)

³⁶⁵ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 39](#)

³⁶⁶ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 34](#)

³⁶⁷ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 51](#)

³⁶⁸ [Transcript - Public Hearing - Minister for Housing - 9 June 2025 - pg. 51](#)

Panel Commentary

The Panel recognises that the establishment of a Rent Tribunal is the most direct and quantifiable financial implication of the Amendment Law and welcomes the preparatory budget planning that has already taken place. However, concerns raised by the Judicial Greffe, the Minister for the Environment, and others point to a need for continued monitoring, particularly with regard to staffing within the Regulation Directorate and the administrative burden on supporting bodies.

The Panel also highlights Recommendation 34 of the Expert Advisor's Report which suggests that the Panel seek clarity on the estimated total cost and staffing implications of the Draft Law.³⁶⁹ While the Tribunal costings have been clearly set out, broader departmental implications, particularly around enforcement and habitability assessments, are still somewhat ambiguous and may depend on future caseloads and implementation timelines.

While the Minister for Housing and his officers consider these risks to be low and largely manageable within existing frameworks, the Panel recommends that careful consideration is given by the Minister during implementation planning, especially in relation to interdepartmental coordination, environmental health responsibilities, and the potential knock-on effects for public service departments and local authorities.

RECOMMENDATION 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.

Chapter 15 – Conclusion

The Panel has undertaken a lengthy and complex Review of the Draft Residential Tenancy (Jersey) Amendment Law 202-, enlisting the expertise of Rt. Hon. Michael Tomlinson as its Expert Advisor. Drawing on his extensive judicial and legislative experience in housing law, the Expert Advisor provided independent analysis of the Draft Law's provisions, assessed their likely practical impact, and offered comparative insights from other jurisdictions. His input has been integral in testing the robustness of the Panel's findings, identifying areas where the drafting may not fully reflect the Minister's policy intent, and shaping recommendations to strengthen both the clarity and effectiveness of the legislation.

As part of the Review, the Panel examined Islanders' lived experiences of the current Residential Tenancy (Jersey) Law 2011 alongside gathering views from organisations and the courts that support both tenants and landlords to fulfil their rights and responsibilities. The Panel also heard of the likely impact of the proposed reforms, drawing on written submissions, survey responses, public hearings and targeted stakeholder engagement.

At its core, the Amendment Law represents a reconfiguration of the relationship between tenants and landlords. The evidence collected demonstrates a stark divergence in how each group views the reforms—approaching them from fundamentally different perspectives on rights, responsibilities and the balance of power in the rental market.

³⁶⁹ Expert Advisor Report - 18 June 2025 (Please see Appendix 2)

For many tenants, the current framework is seen as difficult to navigate and weighted in favour of landlords, leaving some vulnerable to exploitation or hesitant to assert their rights for fear of retaliation. These concerns were particularly pronounced among those in less secure circumstances (such as financial instability) or facing greater barriers to finding and maintaining accommodation (such as language barriers).

By contrast, many landlords perceive the reforms as introducing tighter restrictions, increased administrative requirements and additional compliance costs. For some, these represent disproportionate regulation that could discourage participation in the rental market and tip the balance of rights too far towards tenants. These views were often framed around concerns for fairness, the risk of unintended consequences and the potential long-term impact on housing supply.

The Panel's findings highlight a complex and often polarised picture, with clear divergence and misunderstanding among stakeholders about the current Residential Tenancy (Jersey) Law 2011, its application and enforcement and how the proposed amendments will improve the rental market as a whole.

The Panel is certain that it has heard sufficient evidence to conclude that the 2011 Law is in need of amendment in principle.

However, in several areas, the Panel has found that the Minister's stated policy intent has not been fully achieved in the drafting, and in others, the proposals may go too far: either by placing too much reliance on future Regulations and Ministerial Orders, or by drawing on the capacity of other departments whose agreement and resources have not been secured.

The Panel also notes that on some matters, such as addressing rent rises, silent non-renewals and non-renewals perceived as "revenge evictions": it is ultimately a political decision for States Members as to whether these changes should be supported.

Accordingly, the Panel has proposed a number of recommendations and amendments aimed at strengthening the legislation so that it more closely delivers on the Minister'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.

In conclusion, the Panel hopes that this report will serve both as a practical resource for tenants, landlords and wider market participants in understanding the Amendment Law, and as an essential reference for Members of the States Assembly in determining whether to adopt the legislation.

Appendices

Appendix 1 – Review information

Panel Membership

Deputy Hilary Jeune
(Chair)



Deputy Tom Coles (Vice-Chair)



Deputy Alex Curtis
(Member)



Connétable David Johnson
(Member)



Deputy David Warr
(Member)



Review Terms of Reference

1. To examine whether the draft legislation is fit for purpose and how it will meet its intended aims, including:
 - more settled, longer tenancies
 - security of tenure for tenants
 - stable rental return for landlords
 - creation of provisions that allow landlords to deal with unforeseen circumstances or problematic tenants
 - provision of clear responsibilities for landlords and tenants.
2. To identify any effects and/or unintended consequences of the draft legislation on tenants, landlords and letting agents and on the wider housing market.
3. To assess whether the draft legislation will be achievable and sufficiently flexible in its implementation.
4. To conduct a jurisdictional comparison on similar legislation.

5. To examine how the Rent Tribunal will work in practice, whether it meets its intended aims and assess any costs and resourcing implications to ensure there is adequate provision in place.

Evidence Considered

Public hearings

The Panel held public hearings with the Minister for Housing and other key stakeholders, including Caritas Jersey, the Jersey Estate Agents' Association, and the Jersey Landlords' Association. The public hearing transcripts can be viewed on the States Assembly website [here](#).

Written submissions

The Panel issued a public call for evidence and received 248 submissions from tenants, 42 written submissions from members of the public (with almost all individuals being private landlords) and 19 from organisations. All submissions can be viewed [here](#).

Other evidence considered

The results from the Tenants Survey can be viewed [here](#).

Expert Adviser Report (see appendix two)

Review costs

The costs of this review totaled £28,520 including public engagement, hearing transcription costs and adviser fees.

What is Scrutiny?

Scrutiny panels and the Public Accounts Committee (PAC) work on behalf of the States Assembly (Jersey's parliament). Parliamentary Scrutiny examines and investigates the work of the Government, holding ministers to account for their decisions and actions. They do this by reviewing and publishing reports on a number of areas:

- Government policy;
- new laws and changes to existing laws;
- work and expenditure of the Government;
- issues of public importance.

This helps improve Government policies, legislation and public services. If changes are suggested, Scrutiny helps to make sure that the changes are fit for purpose and justified.

The Environment, Housing and Infrastructure Scrutiny Panel, scrutinise Government on matters within these three remits. To learn more about the Panel's work – [CLICK HERE](#).

Report for the Panel

Scrutiny Review: Draft Residential Tenancy (Jersey)

Amendment Law 202-

Rt Hon Michael Tomlinson KC
3PB Barristers

18.vi.2025

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1. Glossary

GLOSSARY OF DEFINED TERMS / LIST OF ABBREVIATIONS

2011 Law	The Residential Tenancy (Jersey) Law 2011
Draft Law	The Residential Tenancy (Jersey) Amendment Law 202-
First Public Hearing	The public hearing of the Environment, Housing and Infrastructure Scrutiny Panel’s review of the Draft Residential Tenancy (Jersey) Amendment Law held on the 7 th May 2025.
Fixed term tenancy	A tenancy granted for a fixed period (e.g., one year). Fixed term tenancies last for a specific period of time, typically one, two or three years, and end on a given date, or are renewed.
Initial term	An optional initial term of up to 3 years under the Draft Law, which can be ended by either party before it becomes periodic.
JEAA	Jersey Estate Agents’ Association.
JLA	Jersey Landlords’ Association.
Model Tenancy Agreement	The Model Residential Tenancy Agreement template published by the Government of Jersey and reproduced in Annex VI.
Periodic tenancy	Periodic tenancies continue indefinitely “from period to period” as defined in Article 6(2) of the Draft Law.
Second Public Hearing	The public hearing of the Environment, Housing and Infrastructure Scrutiny Panel’s review of the Draft Residential Tenancy (Jersey) Amendment Law held on the 9 th June 2025.

Table 1	Taken from the Draft Law and reproduced in Annex IV of this report.
Tenants' Survey	Responses to the Panel's survey for tenants. Annex I summarises the responses and reproduces in full the comments made by tenants.
The 2015 paper	The proposed policy direction for the rental sector in Jersey presented to the States on the 29 th July 2015 by the then Minister of Housing.
The Panel	The States of Jersey Environment, Housing and Infrastructure Scrutiny Panel.
The Report	The departmental overview of the policy reason for the proposed legislation, which appears at pages 3-38 of the Draft Law.
The Tribunal	The Rent Tribunal as created by Part 4A of the Draft Law.

1. Introduction

1. I have been appointed by the States of Jersey Environment, Housing and Infrastructure Scrutiny Panel (**the Panel**) to give independent advice and to report to the Panel on the proposed Residential Tenancy (Jersey) Amendment Law 202- (**the Draft Law**).
2. The Panel has agreed to undertake a review of the Draft Law, and my terms of reference instruct me to examine whether the draft legislation is fit for purpose and how it will meet its intended aims, including:
 - more settled, longer tenancies
 - security of tenure for tenants
 - stable rental return for landlords
 - creation of provisions that allow landlords to deal with unforeseen circumstances or problematic tenants
 - provision of clear responsibilities for landlords and tenants.
3. Further, I am asked:

To identify any effects and/or unintended consequences of the draft legislation on tenants, landlords and letting agents and on the wider housing market.

To assess whether the draft legislation will be achievable and sufficiently flexible in its implementation.

To conduct a jurisdictional comparison on similar legislation.¹
4. I have carried out the above by taking each key part or article of the Draft Law and considering it against the above measures. The structure of my report follows the main headings found within the departmental overview of the policy

¹ I have included my Terms of Reference in full at Annex VII.

reason for the proposed legislation, entitled the Report, which appears at pages 3-38 of the Draft Law (**the Report**).

5. There are a number of annexes to my report, the first three of these are documents that I have produced from the public responses received by the Panel respectively from tenants; landlords; and businesses / organisations. These have been of particular assistance to me in terms of assessing which areas are the most important to cover in my report.
6. As the report has progressed, it has becoming increasingly clear that jurisdictional comparisons can only go so far and that direct comparisons, whilst superficially interesting and perhaps useful in part, are to be treated with caution. I have, of course, included them in the body of my report. But by way of a caveat I have also included a note on jurisdictional comparisons in chapter 14.
7. The political or policy question as to whether the Draft Law is desirable, goes too far, or not far enough is one that I can safely leave for debate at a future date in the States Assembly. This report looks at the legal framework, tests the stated aims against that framework and makes recommendations to the Panel to consider specific parts of the Draft Law for further scrutiny.
8. I am aware that this report is likely to be published. This report is produced solely for the benefit and purpose of the Panel, and no third party should rely upon it as legal advice. It is not intended to and does not constitute wider legal advice whether to tenants or to landlords or at all, and the author does not assume responsibility for its use. There is the obvious point that the law is in draft form at present, and it is possible or even likely to change. Any third party with questions about the law should seek independent legal advice.

2. Summary of areas to be considered and methodology

9. As the Report section to the Draft Law notes, although most landlords are good landlords who treat their tenants reasonably, this is not always the case. Similarly, whilst most tenants are responsible and look after the homes they live in, landlords must at times deal with problems created by tenants who do not meet their contractual obligations.
10. Likewise, although many tenants have noted in their responses to the Panel's survey that they have a positive and constructive relationship with their landlord, it is clear that this is far from universal. The Jersey Landlord Association (**JLA**) has asserted that "the vast majority of those relationships between landlords and tenants are pretty good ones", whilst acknowledging that this is not always the case.
11. Key questions will doubtless continue to be debated as to whether the Draft Law meets its intended aim of improving the position both for landlords and for tenants. As the Report states, for tenants, longer tenancies give greater security, and it is clearly in the interests of landlords for tenants to maintain tenancies in the long term, as long as the tenant is abiding by the obligations of the agreement.
12. The intention of the Draft Law is that there would be no changes to the premises to which the law applies under Article 2 of the 2011 Law. The intention behind this is that if you live in, or are landlord of, non-self-contained lodging houses or staff accommodation then the status quo remains. If there was any doubt about this, the Minister made this point again in his letter to the Panel of the 6th June 2025.²
13. It would be neither possible nor desirable for this report to cover every angle. I have therefore selected those that are perhaps most controversial, or where most concerns have been raised by tenants and landlords.

² [Letter-RTL-Minister-s-Response-to-Submissions-6-May-2025.pdf](#)

14. My report has taken into consideration a range of background information, including all of the responses to the Tenants' Survey; all submissions made by landlords and business groups and organisations; whilst also considering the wider picture, for example two very helpful papers from Christine Whitehead and Peter Williams. I have included a bibliography at Annex VIII, which the Panel might find useful for further reading or information. I have also had the benefit of seeing both the transcript and a recording of the public scrutiny hearing on the 7th May 2025 (**the First Public Hearing**); as well as attending in person as advisor at the public hearing on the 9th June 2025 (**the Second Public Hearing**).
15. This report covers the following areas in different chapters as follows:
- | | |
|-------------------|--|
| Chapter 4 | The initial term and periodic tenancies |
| Chapter 5 | Notice periods |
| Chapter 6 | Reasons for notice |
| Chapter 7 | Rent stabilisation |
| Chapter 8 | Rent Tribunal |
| Chapter 9 | Rents charged data |
| Chapter 10 | Fees and charges |
| Chapter 11 | Transitional arrangements |
| Chapter 12 | Regulation and Order making powers |
| Chapter 13 | Uninhabitable residences and landlord insurance;
Financial and staffing implications; and
Contacting a landlord |
| Chapter 14 | A note on jurisdictional comparisons |
| Chapter 15 | Summary of recommendations |
16. In each chapter of the report I will consider the current legal position; the aims of the Draft Law; outline the relevant articles and parts of the Draft Law; consider

specific relevant points raised by tenants; consider specific relevant points raised by landlords; compare with other jurisdictions; analyse and consider any potential unforeseen circumstances; and make recommendations.

17. I have not used this structure as a straightjacket, but hopefully as a helpful framework, which is intended to help the reader as it has helped the author.
18. The recommendations are put forward for the Panel to consider and take forward as they see fit. Some of the recommendations are quite technical in nature, whereas others set out a range of potential options for the Panel. Some could be taken forward as amendments, whilst others recommend that further guidance is given, or further information obtained. Noting that some of the recommendations and options point in different directions, each of the recommendations individually can be supported on the evidence. It is clearly a matter for the Panel to determine which recommendations if any are worthy of further consideration.

4. The initial term and periodic tenancies

19. The Draft Law introduces the concept of a new type of residential agreement to change the current system. It will end consecutive fixed term tenancies and instead aims to set periodic tenancies as the norm.³

The law as it stands

20. At present, the Residential Tenancy (Jersey) Law 2011 (**the 2011 Law**) permits fixed term tenancies (including consecutive fixed term tenancies) and periodic tenancies. Fixed term tenancies last for a specific period of time, typically one, two or three years, and end on a given date, or are renewed (**fixed term tenancies**). Periodic tenancies continue indefinitely “from period to period”, and as the law currently stands, landlords can give 3 months’ notice to tenants, with no reason needed.
21. The evidence presented to the Panel suggests that the vast majority of tenants are on fixed term agreements, with a high proportion on a fixed term initially of one year. This is confirmed in the evidence both from tenants and landlords. Following the Panel’s call for evidence, nearly 250 responses were received from tenants by way of a survey (**the Tenants’ Survey**). A significant percentage – 47% of respondents - were on a fixed term of one year.⁴ This point is also supported by evidence from Citizens Advice Jersey as well as from landlords. Further, the evidence from the JLA and the Jersey Estate Agents’ Association (**JEAA**) both stated that the vast majority of private sector lettings are for a fixed term of one year, at least initially.⁵
22. The proposal is therefore a significant change to the current and historic practice.

³ The Report, page 8.

⁴ See Annex I.

⁵ See Annex III and [Transcript-Draft-Residential-Tenancy-\(Jersey\)-Amendment-Law-202-Jersey-Estate-Agents-Association-20-May-2025.pdf](#) page 17.

The Aim

23. The stated reason for this proposal is that allowing for consecutive fixed term tenancies leaves tenants vulnerable to “revenge evictions” and can make them afraid to make simple requests of a landlord or complain rightfully about issues like mould and damp in case they are handed notice.
24. As the Minister himself said, with his proposals it ought to be possible still to use a fixed-term arrangement, but “those will tend to be used where there is a specific reason for them rather than they just become a standard practice, automatic.”⁶
25. The intention is also to ensure that periodic tenancies become “the norm”. As set out in the Report:

“This will set periodic tenancies as the norm but allow for an optional initial term of up to 3 years”.⁷

The Draft Law

26. Part 3 of the Draft Law substitutes Part 3 of the 2011 Law and introduces a new Article 6. Article 6(1) sets out how a tenancy “must” be granted, namely, either for an initial term of 3 years or less; or as a periodic tenancy. Article 6(2) defines a periodic tenancy (**periodic tenancy**), and 6(3) prevents consecutive fixed term tenancies, by stating that a renewal of a fixed initial term with a further specified term cannot be granted.
27. Further, Article 6(5) abolishes the granting, creating or extending of residential tenancies under the customary law doctrine of reconduction tacite, by which a tenancy can automatically renew upon expiry if the parties continue as they were i.e. the tenant remains in occupation and pays rent without objection from the landlord.
28. Instead, Article 6C(4) confirms that a tenancy continues as a periodic tenancy after the initial term ends, if there is agreement to that effect, or if no notice to end the tenancy is given under Article 6C.

⁶ First Evidence Session, page 25.

⁷ The Report, page 8.

29. Schedule 1 sets out matters that an agreement must specify. As amended by Article 21 of the Draft Law, paragraph 3 to Schedule 1 provides that an agreement must specify:
- “3. That the tenancy has an initial term, and either the length of the term or the date on which it ends, or that the tenancy is a periodic tenancy.”
30. The aim of the Draft Law therefore is to set periodic tenancies as the norm but allow for an optional initial term of up to 3 years, which can be ended by either party before it becomes periodic (**initial term**). This initial term option is described as offering landlords and tenants a “probation period” of sorts, where they can decide whether the arrangement is a good fit. But consecutive fixed term agreements will not be possible.
31. Part of the reasoning given for this change is that consecutive fixed term agreements limit flexibility for tenants and do not provide the security of tenure that a periodic tenancy with specified reasons for notice would provide. Therefore, the Draft Law states that at the end of the initial term, an agreement will either be ended (with appropriate notice, no reason needed) or will become periodic automatically.
32. I will consider the periods for notice and the notice exemption list – or reasons for giving notice – in chapters 5 and 6 of this report.

Tenants’ views

33. The tenants’ views on periodic and fixed term tenancies are mixed.
34. The Scrutiny Panel invited feedback from tenants by way of a tenants’ survey with a deadline for responses of the 18th May 2025. The relevant questions asked of tenants in the Tenants’ Survey were as follows:
- “Q6. In your view, do your current lease arrangements provide you (and your family, if applicable) with sufficient security?
- Q8. Do you feel that the change to periodic tenancy agreements would benefit you?”

35. There were more who thought that their current lease arrangements provided sufficient security than not (58%:42%); and a majority felt that the change to periodic tenancy agreements would benefit (53%).
36. Comments and concerns included that short term leases cause uncertainty, making it difficult to settle or plan for the future. Many stated that longer lease terms would provide better stability. The full responses can be found in Annex I, with the responses to question 6 on pages 93-99; and the responses to question 8 on pages 100-110.

Landlords' views

37. The responses from individual landlords and associations and businesses are more consistently against the proposed changes.
38. Landlords themselves raised concerns about the proposal for compulsory periodic tenancies at the end of fixed terms. Landlords argued that it shifts control of properties unfairly to tenants, limits their ability to regain possession for legitimate purposes, and perhaps counterintuitively might discourage long-term leasing. Some feared this would result in landlords restricting lease durations to three years or selling properties instead.⁸
39. Further, the JLA stated in its response that:

“some landlords may be so concerned about not being able to have a longstop of three months under a current Law periodic tenancy or the end of a fixed lease to remove a tenant who is causing issues, that they may opt to swap tenants every 3 years in order to have the ability to remove a potentially troublesome tenant and avoid the tenancy becoming a more limited periodic tenancy.”⁹

40. Further, that:

“[o]pen-ended tenancies will make landlords consider who they let their property to a great deal more carefully than before, as a tenant could be in a

⁸ See the summary in Annex II, pages 126-127.

⁹ Annex III, page 183.

property for a lifetime. One undesirable unintended consequence of this policy will therefore be less choice of housing options for tenants.”¹⁰

41. It is clearly going to be a significant change for tenants and landlords alike.

Jurisdictional comparison

42. There have been recent changes to landlord and tenant law across a number of jurisdictions.
43. In England, the Renters Rights Bill will end fixed term tenancies. Tenancy agreements under the Housing Act 1988 can currently be either fixed term or periodic in nature. In the future, when the Renters Rights Bill receives Royal Assent having completed its passage through Parliament, it will not be possible to grant an assured fixed term tenancy. Instead, all assured tenancies must be periodic from the beginning of the tenancy. Clause 1 of the Renters Rights Bill provides that all assured tenancies will be periodic and can no longer have fixed terms. Upon the commencement date, all existing assured tenancies will also become periodic.
44. In Scotland, the Private Housing (Tenancies) (Scotland) Act 2016 introduced a new tenancy in the private sector. All new private rented tenancies created after 1st December 2017 are private residential tenancies. No new assured or short assured tenancies could be created from this date. Importantly for this chapter, the private residential tenancy has no minimum term and no end date. In other words, in Scotland residential tenancies have no fixed duration and can only be ended either by the tenant giving notice or where the landlord can prove one of 18 grounds.
45. In Northern Ireland, the law on private renting changed on the 1st April 2023 following the Private Tenancies Act (Northern-Ireland) 2022. Despite the changes brought in by the 2022 legislation, the private rented sector in Northern Ireland has kept fixed term tenancies.

¹⁰ Ibid.

46. In Ireland, the amount of time you are entitled to stay in rented accommodation after the first 6 months depends on when your tenancy began. After the 10th June 2022, there are now tenancies of unlimited duration. This means after 6 months of renting, a tenant has the right to stay in that accommodation indefinitely, unless the landlord terminates the tenancy for an allowed reason. By June 2028, all tenancies will be tenancies of unlimited duration.
47. In New Zealand both periodic and fixed term tenancies (including renewed fixed term if both parties agree) are allowed. The Residential Tenancies Act 1986 sets out the rights and responsibilities of landlords and tenants. Amendments were introduced by the Residential Tenancies Amendment Act 2024. Some of these measures came into force on the 30th January 2025.
48. Most of the international examples cited above have introduced new laws that are recent, ongoing, or yet to come into force, and therefore its impact is difficult to assess.

Analysis

49. Does the proposed law do its job? I have been asked to consider in particular whether the Draft Law is fit for purpose and meets its intended aims. As drafted, there is no doubt that the Draft Law prevents consecutive fixed term tenancies.
50. However, there is nothing in the law to make periodic tenancies the norm. From the evidence and the background to the proposals, that is clearly the aim and ambition of the changes, with the intention being that initial fixed term arrangements is only used for certain circumstances, for example where a landlord knows that he or she will need to sell the property in the near future. However, as drafted there is nothing to encourage periodic tenancies becoming the norm, or to prevent landlords from choosing to start with an initial term. From the evidence of the landlords, it seems unlikely that the Draft Law will achieve its aim in this regard and if they are right, then the law as drafted will not prevent landlords from choosing to offer tenants an initial term of 3 years or less as a default option for a tenancy agreement.

51. The Minister confirmed at the Second Public Hearing that there was nothing specifically to encourage periodic tenancies, but:

“I think when they become more widely used their benefits will end up feeling obvious to both sides, not least not having to go through those processes of renewing tenancies and renegotiating and all sorts that can come with that. I think over time it will be seen that they are quite easy. The fact that you cannot renew a fixed term into another fixed term, so they will have to become periodic, people will experience them now over time and they will realise that there is nothing wrong with them.”¹¹

52. It is clearly the Minister’s aim for periodic tenancies to become more widely used in the future, but nothing directly written into the Draft Law to force or encourage tenants and landlords to sign up to a periodic tenancy at the outset.

53. There are also potential unintended consequences as follows.

54. The intention of the policy is to ensure that there are longer and more stable tenancies. There is a risk that, as set out in the landlords’ responses, caution prevails, and as a result the norm or the default becomes only an initial term, limited to one, two or three years, with the landlord serving notice to ensure that the initial term ends and that a periodic tenancy does not commence. If this comes to pass, then it will produce the opposite of the policy intention, with a greater turnover of tenancies, and shorter rather than longer tenures. Put another way, landlords may choose to give notice and not renew tenancy agreements in order to avoid periodic tenancies. This would reduce rather than increase stability. The reason for this is if landlords want to maintain flexibility, and want to ensure that they can end a tenancy agreement without needing to give a reason, then this is an option that they might choose.

55. Further, this point was put by the Panel to Caritas. The question was as follows:

“You have talked a lot about the most vulnerable in our society and ones that you have seen, and you are supporting. ... [landlords] are concerned that the

¹¹ [2025-06-09-Transcript-Public-Hearing-Draft-Residential-Tenancy-\(Jersey\)-Amendment-Law-202-Review-Minister-for-Housing.pdf](#) page 21.

periodic tenancies, for example, will encourage landlords to be more vigilant with who they agree to be their tenants. They are worried that that will disadvantage the most vulnerable more because they will be less likely to agree to having certain people in there. Would you agree or not agree?”

Chief Executive Officer, Caritas Jersey: No, I think there is an element of scaremongering there as well because you could have somebody who is in poverty on low wages but could be an impeccable tenant. I think it is equating lower socioeconomic groups with troublemaking, and I do not think that is fair.”¹²

56. Further, the Minister clearly implied in the Second Public Hearing that this was unlikely and that to act in this way would be “to cut off your nose to spite your face.”¹³
57. In support of this point, landlords and their representative groups have indicated an obvious desire to hold on to good tenants, and they do not want a void. But they have also indicated a clear preference for flexibility, which an initial term will give them. The unintended consequence as set out above would be against the best interests of tenants and landlords alike. But it may be that greater reassurance is required for landlords. The Panel may wish to consider Recommendation 3, which is aimed at avoiding this unintended consequence.
58. Further, as has been noted in a number of submissions, permitting a longer fixed term would support the aims and ambitions of the Draft Law. For example, as put by the Property and Conveyancing sub-committee of the Jersey Law Society:

“Parties should be able to agree fixed term residential leases for periods >3 years, especially if there are notice provisions within the lease and/or pursuant to legislation and which protects both parties. There are numerous

¹² [Transcript-Draft-Residential-Tenancy-\(Jersey\)-Amendment-Law-202-Caritas-Jersey-23-May-2025.pdf](#) pages 19-20.

¹³ [2025-06-09-Transcript-Public-Hearing-Draft-Residential-Tenancy-\(Jersey\)-Amendment-Law-202-Review-Minister-for-Housing.pdf](#) page 22.

circumstances where the interest of the tenant is better served by allowing longer fixed terms, as securing a property for a longer term-certain.”¹⁴

59. Citizens Advice Jersey noted:

“We note the proposal in the draft amendment which allows the availability of an optional initial fixed term lease of up to 3 years only but otherwise it is stated that periodic tenancies are to be the norm going forward. We suggest that for longer terms of 3 years plus, new fixed tenancies could be allowed as this would still achieve one of the aims of the amended legislation to achieve more settled & longer tenancies and might suit some landlords and tenants.”¹⁵

60. These points are picked up in Recommendations 3 and 4 below.

Recommendations

61. The Panel may wish to consider the following range of recommendations.

62. Whilst the Draft Law prevents consecutive fixed term tenancies, it does not in and of itself make periodic tenancies the norm.

Recommendation 1 – Propose no changes in this regard. The Panel may consider that this was a sensible policy choice from the Minister that enables an appropriate balance between landlords and tenants and allows for a “probationary period” that will be beneficial to tenants and landlords alike.

Recommendation 2 - Alternatively, the Panel may wish to consider whether and how this law could be tightened to “encourage” landlords to offer a periodic tenancy as the norm, rather than a fixed term in the first instance.

Recommendation 3 - In the other direction, the Panel may wish to consider recommending that two fixed terms to be permitted – with the possibility that the first will be shorter, followed by a longer fixed

¹⁴ See Annex III, page 231.

¹⁵ See Annex III, page 259.

term. This would give additional comfort to landlords, who have expressed concerns about the changes and a preference for fixed term arrangements. It may also assist tenants, with a short probationary period, and an intention that the subsequent term will be longer. It would not change the Minister's ambition, because initial tenancies are allowed in any event, but it may allow landlords to take greater "risk",¹⁶ and therefore find a home for a tenant who may not otherwise have as many options.

Recommendation 4 – Further, the Panel may wish to consider allowing a longer initial term than the proposed 3 years. This would give certainty to landlords and tenants and would support the Minister's ambition for longer and more stable tenancies, whilst still giving both landlords and tenants flexibility to end a tenancy earlier pursuant to Article 6D. This would seem to support the Minister's intention for longer tenancies, and is proposed by the Property and Conveyancing sub-committee of the Jersey Law Society amongst others.

Recommendation 5 – Additional Guidance. Guidance was issued in on the 31st March 2025, authored by the Strategic Housing and Regeneration Team, with a specific Q & A for landlords and separately for tenants. The Minister has since committed to provided further guidance¹⁷ and it is highly likely that early additional guidance on periodic tenancies would assist, in order to reassure landlords and tenants alike as to their choice of tenure.

¹⁶ As per the JLA, [Transcript-Draft-Residential-Tenancy-\(Jersey\)-Amendment-Law-202-Jersey-Landlords-Association-23-May-2025.pdf](#) pages 22-23.

¹⁷ See for example the Minister's letter of the 6th June 2025 [Letter-RTL-Minister-s-Response-to-Submissions-6-May-2025.pdf](#) page 5.

3. Notice periods

63. The Draft Law introduces a requirement for reasons to be given by landlords for ending a residential tenancy during an initial term or periodic tenancy. Each reason has a specified notice period. This chapter will focus on the notice period itself, and the next on the reasons for giving notice.

The law as it stands

64. The 2011 Law sets out requirements by the landlord and tenant for terminating a periodic tenancy. Article 6 provides that a notice requiring a tenant to quit is required to be served on the tenant at least 3 months before it is to take effect. Article 7 provides that a tenant may terminate a periodic tenancy by giving a landlord notice served at least 1 month before it is to take effect.
65. There is nothing in the 2011 Law to prevent or limit fixed term tenancies or the notice periods therein (although the 2011 Law only applied to residential tenancies of 9 years or less) and it is usual for there to be a break clause in a fixed term tenancy. Indeed, in the model tenancy agreement published by the Government of Jersey (**the Model Tenancy Agreement**), Part F provides as standard for a break clause.¹⁸ However, the model clause provides that a tenant shall not be permitted to give notice under this clause within the first year of the tenancy, and that thereafter at least 3 months' prior written notice shall be given to the landlord.
66. Of course, it should be noted that a notice to end the tenancy, and the notice period provided, does not automatically translate into the landlord obtaining vacant possession at the end of that notice period. There is provision within Article 11 for a landlord to apply to the Court for an order for eviction after notice has been served, the tenancy has ended, and the tenant has not given vacant possession. There are also provisions for execution of an order for eviction as

¹⁸ The Model Tenancy Agreement is annexed to this report at Annex VI.

well as for applications for and orders for a stay of eviction (Articles 13-15 of the 2011 Law).

The aim

- 67. The purpose of this part of the Draft Law is to provide different notice periods for specified reasons during the initial and periodic term, with a notice range from 7 days to 6 months depending on the circumstances.
- 68. It is still envisaged that there may be break clauses, and that during an initial term tenants may end the tenancy by “breaking” their lease early, but it will be a requirement for a tenancy agreement to set out any obligations for the landlord and tenant when breaking a lease early.¹⁹

The Draft Law

- 69. Part 3 of the Draft Law introduces new Article 6A, which states that a tenancy may only be ended as provided in accordance with Part 3. During an initial term tenants may end the tenancy either by “breaking” their lease early, or give the minimum notice before the end of the initial term if they do not wish the tenancy to become periodic.
- 70. During an initial term, landlords may end the tenancy either by breaking the lease early, giving 3 months’ notice, or they must give tenants at least 3 months’ notice before the end of the initial term.
- 71. Article 6E provides that a tenant may end a periodic tenancy by giving the landlord at least 1 month’s written notice without needing to give a reason.
- 72. Article 6F sets out how a landlord ends a periodic tenancy by notice. There is also a helpful table from the Report, Table 1, which is reproduced in full in Annex IV.

Tenants’ views

- 73. The tenants’ views on notice periods include emphasising the importance of reasonable notice periods to allow time to find alternative accommodation.

¹⁹ See for example page 8 of the Report and footnote 2 therein.

Concerns were expressed about short timeframes making relocation difficult. A number of tenants also raised concerns about 7 days as a notice period, for example at the end of employment, or for repeated nuisance.

74. Citizens Advice Jersey noted that for tenants who wish to leave, “there is continuity as the existing periodic tenancy notice period of one month is to remain in the draft amended law & will extend into initial term tenancies if the law is adopted.”²⁰

Landlords’ views

75. Many landlords raised concerns about the 1 month notice period for a tenant during a periodic tenancy. Further, many submissions from landlords opposed the disparity in notice requirements, where landlords must give 3-6 months’ notice while tenants only need to give one month. Landlords argued that this leaves them vulnerable to financial losses, including void periods between tenancies.
76. Concerns were also raised about the proposal for compulsory periodic tenancies at the end of fixed terms. Landlords argued that it shifts control of properties unfairly to tenants, limits their ability to regain possession for legitimate purposes, and might discourage long-term leasing. Some feared this would result in landlords restricting lease durations to three years or selling properties instead.
77. Further, during their evidence session, the Chair of Jersey Landlords Association said:

“Can I make a very brief point in terms of security and certainty? In fixed terms, the one-month notice that is going to be available to tenants in periodic tenancies is going to present a very serious problem for landlords going forward because it is going to make it more difficult for landlords to plan works around the end of a tenancy. At the moment a landlord can look 6 months down the line and say: “This tenant wants to leave” or “I need to do some works to the property so I am going to give my notice to the tenant in order to do

²⁰ Annex III, page 260.

those works”, can plan for the architect, the main contractor, the various subbies to come in 3 days after the tenant has vacated the flat, get the work done, turn the unit around relatively quickly and get it ready for someone in the market again. If a tenant can give one-month notice at any time during a periodic tenancy then that makes it a lot more difficult.”²¹

Jurisdictional comparison

78. There are a number of useful tables that I have produced or reproduced setting out minimum notice periods for different reasons for ending a tenancy in other jurisdictions. These appear at Annex IV. They will give the Panel an opportunity to compare at a glance different jurisdictions and different notice periods. I repeat the jurisdiction caveat set out in detail in Chapter 14 and this is especially relevant when considering the tables.

79. Annex IV includes tables and information from:

Jersey

England

Germany

Ireland

New Zealand

Northern Ireland

Scotland

Analysis

80. A key principle for the Minister is that the longer a tenant has been in a property, the longer the notice period should be. As can be seen from Annex IV, this is similar to the approach say in Germany, but limits the maximum period to 6 months. In Germany the maximum is 9 months’ notice period for tenants who have lived in a property for more than 8 years. There is no doubt that the Draft

²¹ [Transcript-Draft-Residential-Tenancy-\(Jersey\)-Amendment-Law-202-Jersey-Landlords-Association-23-May-2025.pdf](#) page 26.

Law achieves its aim by ensuring that for a periodic tenancy a landlord will need to give a tenant 6 months' notice, if the tenancy is over 5 years long; or 3 months' notice for anything less than 5 years. This is reflected in the Draft Law for notice reasons such as where a landlord intends to sell or renovate, or where a landlord or their family member intends to occupy the residential unit.

81. There has been some potential confusion and concern over the 1 month notice period for tenants. I am aware that this time period was used simply because it is the same notice period for periodic tenancies as appears in the current law under Article 7 of the 2011 Law.²² However, the 1 month period for tenants now also applies during the initial fixed term, albeit that the notice giver must satisfy the requirements of the residential tenancy agreement. Therefore, on the face of the Draft Law, if no additional requirements are set out in the residential tenancy agreement, a tenant could simply give 1 month's notice during the initial fixed term. As many landlords have noted, this does not give security or comfort to them.
82. During a periodic agreement, therefore, it is clear that 1 month is no change from the current status quo. But 1 month's notice is a change for a fixed term, which is at present the majority of tenancies.
83. Of course, there is nothing to prevent landlords specifying within the residential tenancy agreement that a tenant cannot exercise this option for a certain period of time. This would not be dissimilar to Part F of the Model Tenancy Agreement, which provides that the tenant shall not be permitted to give notice within the first year of the tenancy. It is to be noted that the Model Tenancy Agreement sets out that a tenant must give 3 months' notice, and so a notice period of 1 month is clearly more favourable and beneficial for tenants.
84. A key question is to what extent can landlords and tenants agree to change these notice periods.
85. Essentially, can the parties contract out of these periods? During an initial term, clauses such as break clauses can be added to a residential tenancy

²² See the Minister's letter to the Panel dated 6th June 2025, page 2.

agreement. However, there is not the same clarity over the notice periods themselves, and whether they can be changed by agreement. On the face of the Draft Law, it could be argued that it goes against the whole purpose of the proposals if the parties can simply agree to a different notice period. But as drafted, the phrase “at least” is repeated throughout, which suggests the possibility of agreeing to a different notice period.

86. It is difficult to come to a definitive view on this point, and there are arguments that point both ways.
87. The Minister during the Second Public Hearing hinted that it might be possible to agree to a different, longer, notice period. The context of the answer should be noted, but there was the suggestion that these were minimum rather than maximum standards.²³
88. If it is possible to agree to a longer notice period, that could pose potential challenges, such as whether the notice periods can be altered in favour of both the landlord and the tenant, or only favourably towards the tenant (always bearing in mind the statutory minima). It also raises the question of Article 21, which remains unaffected and unamended by the Draft Law. Article 21 provides that contracting out is prohibited and that the provisions of the draft Law will have effect despite anything to the contrary in any contract.
89. Landlords are likely to want to agree to a longer period than 1 month’s notice to be given by tenants. A longer period would satisfy the “at least” part of the Draft Law, but could be argued to go against the spirit of the law, if it is altered in favour of landlords rather than tenants.
90. The Panel may well want to seek clarification on this important point and for that reason I have made Recommendation 6 for the Panel to consider.
91. Further, concerns have been expressed by landlords about the proposed increase to 6 months’ notice for those living in properties for over 5 years. It is conceivable

²³ See [2025-06-09-Transcript-Public-Hearing-Draft-Residential-Tenancy-\(Jersey\)-Amendment-Law-202-Review-Minister-for-Housing.pdf](#) page 25.

that as an unintended consequence more landlords will seek to ensure that the tenancy ends before reaching 5 years in order to avoid that threshold.

92. As to the concerns about 7 days being too short a notice period, it should be noted that in England there are certain behaviours for which there is no notice period, and landlords can begin proceedings immediately on service of notice, for example Ground 14 (anti-social behaviour).²⁴

Recommendations

93. The Panel may wish to consider the following range of recommendations:

Recommendation 6 – Clarity on whether and to what extent the parties can contract for different notice periods. The Panel may wish to seek reassurances from the Minister in advance of the debate as to whether it is his intention that both landlords and tenants can make separate provision for notice periods in their tenancy agreements. And if so, whether this is available for the benefit of both landlords and tenants, or simply for tenants.

Recommendation 7 - The Panel may wish to consider whether the notice periods for ending a tenancy should be shorter or longer. As set out above, some tenants have raised concerns that 7 days as a notice period is too short; and some landlords have raised concerns that 1 month from a tenant is too short.

Recommendation 8 – An updated Model Tenancy Agreement. The Minister has committed to providing one,²⁵ but the Panel may wish to consider requesting that an early draft of a Model Tenancy Agreement be provided as soon as possible, in order to provide guidance and reassurance to landlord and tenant alike.

²⁴ This point is picked up on page 30 of the Report.

²⁵ [Letter-RTL-Minister-s-Response-to-Submissions-6-May-2025.pdf](#) page 5.

6. Reasons for Notice

94. The Draft Law introduces the new concept of giving reasons for ending a tenancy by notice.

The law as it stands

95. As it stands, the 2011 Law permits tenancies to be brought to an end either by landlords or by tenants without needing to give a reason why the tenancy is being brought to an end. As can be seen from the evidence that has been obtained by the Panel, this frequently occurs at the end of a fixed term tenancy, which simply comes to an end on a specific date. No reason needs to be given, and no further action needs to be taken in order to end the tenancy.
96. Part 3 of the 2011 Law introduced certain requirements that had to be met in order to terminate a periodic tenancy. However, these were simply, for example, that it must be in writing; signed; and served on the other party at least 3 months before (for landlords) or 1 month (for tenants). No reason had to be given.

The aim

97. The Minister has been clear and consistent in his view that the current situation leaves tenants vulnerable to “revenge evictions” and can make them afraid to make simple requests of a landlord or complain rightfully about issues like mould and damp in case they are handed notice.
98. The intention is that a notice issued to a tenant because they have sought to uphold their rights would be invalid.
99. Therefore, periodic tenancies will only be able to be brought to an end if specific reasons are given and landlords will not be able to obtain possession under a periodic tenancy without giving a reason. The aim is consistent with the whole purpose of the Draft Law, namely to try to secure longer tenancies and more stability for tenants.

100. The Minister's aim is that this should not be onerous on landlords. Indeed, in the Second Evidence Session he mentioned that an extra line on an email would suffice:

“That simple safeguard, which in most instances will amount to nothing more than another sentence in an email, is I think a very proportionate and effective safeguard.”²⁶

The Draft Law

101. Article 6D provides that during an initial term either a landlord or a tenant can end the tenancy early, and for the purpose of this chapter the key point is that either may do so without giving a reason.

102. As to a periodic tenancy, as we saw in the previous chapter, Article 6F of the Draft Law sets out how a landlord may end a periodic tenancy by notice. There is also the helpful table from the Report, which I have set out in full in Annex IV. These have been described as a list of exceptions, because effectively except in accordance with this list, notice cannot be given.

103. A reason for notice will be required, and longer notice will be needed for longstanding tenants.

104. Article 6E provides that a tenant may end a periodic tenancy without giving a reason, by giving the landlord at least 1 month's notice. This is consistent for tenants, who do not need to give a reason for ending a tenancy agreement either under an initial term or during a periodic tenancy.

105. Article 7 sets out that if a person knowingly or recklessly gives a written notice stating a reason for ending a tenancy that is false or misleading, then the person is liable to a maximum fine of £10,000.

Tenants' views

106. 81% of those responding to the Tenants' Survey thought that the reasons for ending a tenancy were clear, and most (60%) thought that the reasons were

²⁶ [2025-06-09-Transcript-Public-Hearing-Draft-Residential-Tenancy-\(Jersey\)-Amendment-Law-202-Review-Minister-for-Housing.pdf](#) page 20.

reasonable. Several tenants worry that landlords might exploit loopholes, such as falsely claiming they plan to sell a property to remove tenants and then re-renting at higher rates.

107. Supportive comments include:

“It sounds like landlords will need to have a good reason to kick people out”

“It’s a good idea for the landlord to have to give a reason for ending the tenancy. However I think landlords would just use a standard ‘reason’ that they can get away with, even if it’s not the truth. For example, the ‘reason’ could be that they want to sell the property - but really they just want to change tenant.”

“The requirement for landlords to have a reason to end a tenancy would make me feel more secure. It might start to make my property feel like a home.”

“Landlords would no longer kick you out when they wish and without a reason”²⁷

Landlords’ views

108. In response to an aim of the Draft Law being to tackle “revenge evictions”, many landlords contested the notion that “revenge evictions” are a significant issue in Jersey, requesting evidence to justify this claim.²⁸ They noted that eviction processes already involve court assessments, ensuring fairness.

109. Concerns have also been raised on limiting a landlord’s ability to serve notice and that the narrowing of exceptions must be evaluated carefully. “Excluding legitimate grounds such as a landlord needing to house a family member, or carry out substantial refurbishment, may deter participation in the rental market.”²⁹

110. In relation to the grounds themselves, the Chair of the Jersey Landlord Association stated in evidence to the Panel on the 23rd May 2025:

²⁷ These quotations are from Annex I, pages 105 and 107.

²⁸ The Minister has responded to this point in his letter to the Panel of the 6th June 2025 page 2 – [Letter-RTL-Minister-s-Response-to-Submissions-6-May-2025.pdf](#)

²⁹ See Annex III, page 253-254.

“[P]erhaps what I should say is that we suggested, having looked at the Housing Act in the U.K., that there are mandatory grounds and discretionary grounds in the U.K., obviously mandatory grounds given for more severe issues cropping up with a tenancy. We delivered that to the Minister, he took those on board and brought those into the law, but perhaps did not think about how the stay of eviction mechanism would also impact on those mandatory grounds.”³⁰

111. During the evidence session of the Jersey Estate Agents’ Association (**JEAA**) on the 20th May, the point was made to the panel questioning why this Part of the Draft Law has to be protected by criminal sanctions. A similar point was made by the JLA.
112. Further concerns have been raised about requiring a police officer or States employee to provide supporting evidence for serious nuisance evictions, stating that this is too restrictive. The Chair, Jersey Landlords Association said in evidence:

“Yes, I certainly believe it will deter enforcements. As I think I have mentioned, we have heard of members saying that getting a housing officer to turn up to statutory nuisance, which is not the same thing but a statutory nuisance claim, has been really difficult. The ground itself breaks up into serious nuisance and repeated nuisance. Obviously you would hope a police officer would be able to come out to a serious nuisance but for a repeated nuisance, which is happening every Saturday night, say a party happening until 2.00 a.m. every Saturday is going to be a bit more difficult to get a housing officer, I would submit, to come out to those kind of events. Maybe even a police officer would not; I am sure they have got lots of things to do on a Saturday night. To us it represents an unreasonable hurdle to overcome and landlords should be able to adduce evidence - which might not be a very easy thing to do, as I have alluded to elsewhere - without having a third party involved.”³¹

³⁰ [Transcript-Draft-Residential-Tenancy-\(Jersey\)-Amendment-Law-202-Jersey-Landlords-Association-23-May-2025.pdf](#) page 10.

³¹ Ibid pages 21 and 22.

113. Further on the same point, the response from Les Vaux Housing Trust (LVHT) stated:

“In addition, this would seem to be quite a high bar for a repeated nuisance. Eg Something might repeatedly annoy the neighbours, and in the event the tenant does not stop doing it, that would usually be a repeated nuisance. However each individual occurrence might not be enough to warrant calling out the police.”³²

Jurisdictional comparison

114. The tables produced at Annex IV set out a useful comparison of reasons for notice across different jurisdictions. The caveat in Chapter 14 should be noted.

115. There are similar themes throughout the examples, as well as differences and additional grounds as has been noted and will be considered further below.

116. It is interesting to note that in New Zealand, they have recently passed legislation to revert back to allowing no cause notices. These were banned in New Zealand by legislation passed in 2020, but have been brought back in their most recent changes to their Residential Tenancies Act 1986, which came into force on the 30th January 2025. Some commentators have described this as contrary to international trend.

Analysis

117. The Draft Law clearly sets out 15 specified reasons for which notice may be given by a landlord to end a periodic tenancy.

118. Section 20 of the 2011 Law provides that nothing in this Law shall prevent the parties to a residential tenancy agreement from terminating it by agreement. Under the Draft Law a landlord and tenant could still end a tenancy by mutual agreement, regardless of the type of tenancy or the reasons

³² I note for the Panel the private and confidential cover note to their evidence, but I do not believe that it is meant to cover this part of their response. This will need to be checked and this footnote edited before publication.

why. Section 20 is not affected, and is specifically referred to, for example, in Article 6A(2).

119. Just touching on the “revenge eviction” point, although there is no direct evidence of a revenge eviction per se in the Tenants’ Survey, there is evidence of anxiety from tenants about raising issues with the property, in case the tenancy is not renewed. For example, “My lease is currently up for annual renewal with annual increases, so I feel if I complain about issues that haven't been sorted they can choose not to renew.”³³
120. Concerns have been raised about having to give reasons for notice and that it will not be possible to get a property back with a narrow list of reasons. In particular, it has been noted that in Table 1, during the initial term, several reasons are “not allowed” for ending the initial term. For example, where the landlord intends to sell; to renovate; or to occupy the residential unit. The reason given for this is that a landlord should wait for an initial term to end before renovating the property, selling it, or needing to move into it, because they will know when the term is to end and can plan around this.³⁴
121. But it is important also to consider the provisions in relation to an initial term. It is explicitly stated that “Landlords will not need to provide a reason for ending an initial term agreement.”³⁵ Therefore, there is a simple way around for landlords who want to obtain possession during the initial term, possibly for reasons of occupation or repair; and that is simply to give no reason.
122. Landlords may be concerned about a £10,000 fine in new Article 7. But that sets out an offence for giving a “false or misleading” reason to end a tenancy. In this example, it could be argued that no reason is given and therefore a landlord is not liable to a fine. Further, Article 6A explicitly states that if 2 or more provisions apply, the landlord or the tenant may choose which provision to use to end a

³³ Annex I, page 106.

³⁴ The Report, page 9.

³⁵ See the Report page 8 and Article 6D.

residential tenancy.³⁶ In this example, the two provisions are Articles 6D and 6F, and the landlord would be choosing 6D.

123. Put another way, Article 7 creates an offence for giving a false or misleading reason to end a tenancy, “A person commits an offence if they knowingly or recklessly give a written notice stating a reason for ending a residential tenancy that is false or misleading.” However, if no reason is given for a notice, as provided for by Article 6D, it is hard to see how giving no reason can be “a reason that is false or misleading”. Therefore Article 7 will not bite, even if in the background the reason is “not allowed” according to the table at Article 6F.
124. Therefore, if for example a landlord wants to regain possession of a property for renovation, or for use for a family member, which is said to be “not allowed” during the initial Term, there is nothing to stop a landlord from choosing to end the initial Term early for “no reason” in accordance with Article 6D. That part of the table in 6F would therefore be of no effect.
125. Not unnaturally, a landlord may be cautious about using Article 6D when he or she needs to sell or renovate, and concerns have been raised about these provisions “not being allowed” during the initial term. Therefore, the Panel may wish to seek clarity on this point and may wish to consider my Recommendations 11 and 12 below.
126. In terms of additional grounds, there is no express reason for ending a tenancy because of rent arrears. This is in contrast, for example, to New Zealand or indeed to England where there are two such grounds, one discretionary and one mandatory, the latter for more severe rent arrears. The Renters Rights Bill will make changes to the grounds, but the principle will remain the same.
127. The Minister has noted that one of the reasons in the Draft Law is “serious breach of tenancy agreement” and rent arrears, depending on their severity, could fall under that heading. However, as noted by the JLA, that is not a mandatory ground for eviction.

³⁶ I repeat in full the disclaimer made in paragraph 8 above that this independent report is for the benefit of the Panel, and should not be relied upon by any third party as legal advice.

128. Following representations made by the JLA to the Minister, changes have been made and the Draft Law now provides for mandatory grounds, as noted above. However, in their evidence session, the JLA noted that although the grounds are mandatory, a tenant still has the right to apply for a stay of eviction.³⁷ As was noted, this is in contrast to the position in England, which does not permit a court to stay or extend an order for possession where a mandatory ground applies.³⁸
129. Further, there have been questions raised about the reasons for notice set out in Article 6G(2)(g) and 6G(2)(n). The JLA has stated that it is unclear whether the requirement that the breach of the tenancy agreement has to be “*sufficiently serious to justify the landlord ending the tenancy*” in new Article 6G(2)(g) is any more onerous than the requirement in Article 12(4) of the current Law that the breach is “*sufficiently serious to warrant termination and eviction*”.³⁹
130. Further, the response to the Panel from the Minister for the Environment should be considered. The response confirms that in the Minister’s view, the shift in language from “a continued and repeated breach” to a “repeated or serious nuisance” reflects a broadening and clarification of enforcement criteria. “This change gives landlords and the Housing and Nuisance team more discretion to respond proportionately to different types of nuisance, whether persistent low-level issues or isolated but serious issues.”⁴⁰
131. On this point, as set out above, LVHT has noted that for nuisance allegations, it may well be that the police regard this as a civil matter and do not attend. This is particularly if their resources are required elsewhere. I note that the Draft Law at 6G(2)(n)(ii) states that attendance can be by a police officer or “a State’s employee with a relevant enforcement or regulatory function”.

³⁷ [Transcript-Draft-Residential-Tenancy-\(Jersey\)-Amendment-Law-202-Jersey-Landlords-Association-23-May-2025.pdf](#) page 9.

³⁸ Section 9(6) of the Housing Act 1988. No changes are proposed to section 9 in the Renters Rights Bill.

³⁹ Annex III, page 193.

⁴⁰ Letter from the Minister for the Environment dated 23rd May 2025 [Letter-MENV-to-EHI-Draft-Residential-Tenancy-Law-Nuisances-23-May-2025_1.pdf](#) page 2.

132. As LVHT noted, this would seem to be quite a high bar for a repeated nuisance, eg a repeated annoyance that might be of a lower level but cumulative, and which individually would not warrant calling the police.
133. The JLA picked up this point as well and suggested that the need for an officer's attendance should be removed entirely.⁴¹ LVHT recommended that this ground is split and that a serious nuisance should continue to require the police (or equivalent), however a repeated nuisance should not. It should be a lower threshold, where the documentary evidence could be, for example, in writing and about which the tenant has been written to on a number of occasions.
134. The above recommendation would also help to address the resourcing issue highlighted by the Minister for the Environment.⁴² Raising the threshold would also reduce the temptation to call out the police unnecessarily, and for example could avoid tit for tat retaliatory calls between neighbours who have fallen out.
135. I have reflected LVHT's point in my Recommendation 16.
136. Finally, it is worth considering how formal the requirements for the notice are going to be. The Minister in the second evidence session (as noted above in paragraph 100) suggested that it could be rather informal, and simply "another sentence in an email", and would be fairly light touch in terms of additional burden on landlords. It also suggests that the Minister is not considering prescribing by Order a particular form such a notice. Once again the Panel may consider it prudent to include a request for clarity on this point in the guidance. Note again the Minister's commitment to further guidance on page 5 of his letter of 6th June [Letter-RTL-Minister-s-Response-to-Submissions-6-May-2025.pdf](#)

Recommendations

137. The Panel may wish to consider the following range of recommendations.

⁴¹ Annex III, page 194.

⁴² [Letter-MENV-to-EHI-Draft-Residential-Tenancy-Law-Nuisances-23-May-2025_1.pdf](#) page 3.

138. Clarity is required as to whether no reason need be given for notice during the initial term, when the underlying reason is one that is stated to be “not allowed” under Article 6F during the initial term.

Recommendation 9 – The Panel might consider that no change is required, and that the law as drafted strikes the right balance for the reasons given by the Minister, and that as stated in Article 6A(1)(b) of the Draft Law, a landlord may choose which provision to use to end a tenancy if 2 or more apply.

Recommendation 10 – The Panel might consider proposing that a “no reason” notice be retained for a periodic tenancy, but only with a longer period of notice (compare New Zealand which now once again allows no cause notices, but at over twice the notice length of other specified grounds for notice).

Recommendation 11 – That the table in Article 6F(1) is altered, amending “not allowed” in the initial term to ensure that there is clarity and that landlords do not find themselves open to allegations of committing an offence.

Recommendation 12 – In the other direction, and in order to ensure that a tenancy is not ended early for reasons that are said to be “not allowed”, the Panel might consider that a reason needs to be given by a landlord for ending a tenancy during the initial term. If so, Article 6D would need to be considered.

Recommendation 13 – That the Panel considers listing rent arrears as a specific reason for ending a residential tenancy.

Recommendation 14 – That consideration is given to making more of the reasons mandatory, for example including all or any of: rent arrears (if Recommendation 13 is accepted); serious breach of tenancy agreement; tenant’s illegality. If so, Article 11(3) would need to be considered.

Recommendation 15 – That consideration be given to whether the Panel would like to adopt the JLA’s proposal that where a mandatory ground for eviction exists, a tenant should not have recourse to a stay of eviction.

Recommendation 16 – That the proposal by the Les Vaux Housing Trust be adopted, namely that for a serious nuisance under Article 6G(2)(n) a police officer or a State’s employee’s attendance is required, but for a repeated nuisance (which is likely to be lower level) it is not.

Recommendation 17 – That the Minister clarify whether it is proposed that there will be a prescribed form for notice, or whether it will be kept informal, such as his suggestion of “an extra line in an email.”

7. Rent Stabilisation

139. This chapter does not attempt to enter into the debate as to whether rent stabilisation or rent control is good or bad per se, but rather focusses on potential unintended consequences and the way the law has been drafted. I have tried to use the term rent stabilisation throughout, in order to mirror the language used in the Draft Law. But frequently and commonly rent control or rent cap is used, not least in the tenant and landlord responses and in debates on this topic.
140. The intention behind this chapter is consider the law as it stands, the proposed changes, and concerns raised by (mostly) landlords in relation to rent stabilisation. I have also considered potential unintended consequences, whilst steering away from political controversy.

The law as it stands

141. At present, the 2011 Law permits rents to be increased at any frequency and at any rate, effectively market rate with no controls. The Draft Law notes, for example, that during the most recent period of high inflation, there is some evidence that landlords exercised restraint, and many increased their rents significantly below inflation, if at all.⁴³ But there was nothing in the letter of the law to prevent landlords from increasing rents at that time.

The aim

142. The aim of the Draft Law in relation to Rent Stabilisation is described in the Report as follows:

“As such, these rent stabilisation measures are a soft form of “third generation” rent control that are designed to promote positive behavioural changes and enhance tenants’ security of tenure, whilst retaining some important flexibility for landlords around how they increase their rents.”⁴⁴

⁴³ The Draft Law, page 12.

⁴⁴ The Report, Page 11.

143. The Report sets out that aside from two periods of high inflation (namely 1989-1993 where RPI averaged 7.8% and 2022-2024, where RPI averaged 9.3%), aside from those, RPI has only exceeded 5% for three short periods, each of which spanned no more than two quarters and never averaged more than 6%.⁴⁵
144. Further, the Minister has set out and allowed to be published a detailed paper on the decision making process for the rent stabilisation metric.⁴⁶

The Draft Law

145. The Draft Law proposes a new Part 3A which sets out restrictions on rent increases during the total duration of a residential tenancy.
146. Article 7A(2) states that the rent cannot be increased unless the day on which the increase starts is at least 1 year after the day on which the rent was last set or increased, and 2 months after written notice of the fact is given.
147. Article 7A(3) states that the rent must not be increased by more than the RPI increase, capped at 5%.
148. However, where there have been certain improvements or the rent has fallen significantly below market rent, Article 7D provides that a different limit applies. Namely in those circumstances the increase can reflect the improvements or market rent.

Tenants' views

149. The tenants' views on these measures as gleaned from the Tenants' Survey are very supportive. Annual rent increases, often without clear justification, are cited as a major concern. Many fear they won't be able to afford future increases, leading to forced moves and financial strain.
150. One respondent noted that "[t]here is nothing in my lease that covers how rental increases are calculated, when they're applied & with how much

⁴⁵ The Report, Page 12.

⁴⁶ [PRIVATE-RTL-Economic-Rationale-for-Rent-Cap-Rationale-Paper-27-May-2025.pdf](#) The link says "private" but it was published at the invitation of the Minister on the 6th June 2025.

notice.”⁴⁷ Another that “Not knowing how much my rent will increase and when is a worry as it is already hard to get by.”⁴⁸

151. Some note positive relationships with their landlord, noting for example that some do not increase rent every year and if they do, it is well below RPI.

Landlords’ views

152. Questions have been raised as to whether this will provide for a stable return for landlords. The following are not untypical responses from landlords:

“The proposal that rent increases should be restricted to the lower of 5% or RPI will be harmful to the rental market. If inflation is at 10% or more as has been the case, then maintenance costs, repairs and management fees, will increase in line, while rental income will only increase by 5%. Landlords will simply sell up reducing the rental market. We need more rentals not less.”⁴⁹

“Also, we know that one day the RPI will go above 5% so what makes anyone think that Landlords will continue in an industry with diminishing returns?”⁵⁰

“The 5% number seems somewhat arbitrary. How was this figure arrived at by the Housing Minister? ... I’m not aware of any jurisdiction around the world which has this kind of limit.”⁵¹

153. The JLA stated that:

“any cap in rent is likely to cause landlords to put their rent up every year by the allowed index, market conditions permitting, even if they have not put rents up in 5 or 10 years, as they will feel that they may not be able “catch up” with a fair market rent in future.”⁵²

154. The JLA also appended further responses from landlords. As one response put it:

⁴⁷ Annex I, page 97.

⁴⁸ Annex I, page 98.

⁴⁹ Annex II, page 166.

⁵⁰ Annex II, page 169.

⁵¹ Annex II, page 173.

⁵² Annex III, page 198.

“If this law comes in then I will have no choice but to increase rents yearly without fail. This has not been the case with our last two Tenants as we have not increased the rents over the past 4 years.”⁵³

“We own one property which has been rented out for 20 years and for the last 10 years to the same tenant. We’ve never raised the rent over the whole 10 years. But these proposed changes have freaked us out. We are going to have to suddenly increase the rent to market levels and our tenant will probably have to leave. If the proposed new laws weren’t coming in, we would leave everything the same but now, we can’t take the risk. If the tenant leaves, we will probably sell.”⁵⁴

155. There is very wide support for one rent increase per annum. Many note that this is standard practice and amongst many others the JEAA and the JLA are supportive of such measures, noting that it is designed to create certainty between parties. Indeed, there is very wide support for this proposal.

Jurisdictional comparison

156. There is a very helpful chart that has been provided by the Minister for Housing to the Panel and published on the States’ Assembly website.⁵⁵ Appendix 2 of that document sets out a cross-jurisdiction review summary table. Given its importance, and for the ease of the Panel, I have reproduced this in my report at Annex V.
157. In England, the Renters Rights Bill sets out a statutory procedure for increases of rent (clause 7 of the Bill). This Clause amends section 13 of the Housing Act 1988, which sets out the process by which a landlord can issue notice to inform the tenant of a rent increase. This means that the only way private landlords can increase the rent is using a section 13 notice, which gives tenants the opportunity to challenge the rent increase, should they believe it to be above market rate.

⁵³ Annex III, page 214.

⁵⁴ Ibid.

⁵⁵ [PRIVATE-RTL-Economic-Rationale-for-Rent-Cap-Rationale-Paper-27-May-2025.pdf](#) page 28. The link says “private”, but it was published at the invitation of the Minister on the 6th June 2025.

158. There is no explicit or stated cap. Instead, it is envisaged that if the proposed rent increase is believed to be above the market rate, the tenant can challenge the rent increase by submitting an application to the Tribunal.
159. In Northern Ireland, from the 1 April 2025 a landlord cannot increase rent within 12 months of granting a tenancy or within the 12 months following the date of the last rent increase. Landlords must also give tenants a 3-month written notice of the rent increase. This written notice can take the form of emails, texts and other electronic communications.
160. As noted earlier in this report, in Scotland the Private Housing (Tenancies) (Scotland) Act 2016 introduced private residential tenancies, where rent can only be increased once in any twelve-month period and a specific procedure must be followed. The Act also introduced new powers to introduce local rent caps in rent pressure areas.
161. The rent caps were introduced in 2022 and a formula was applied to limit the level of rent increase allowed. However, the temporary restrictions on rent increases in the private rented sector were withdrawn at the end of March 2025.⁵⁶
162. In Ireland, there are rent pressure zones, which are designated areas where rent increases are capped and cannot be increased by more than 2%⁵⁷ per annum or if it is lower by the increase in the rate of inflation.⁵⁸ Current pressure zones include Cork City Council and Dublin City Council.
163. The cap was reduced to 2% five years after it was initially set at the previous rate of 4%, which was introduced in 2016. In very recent reports, the Taoiseach has said he expects rent caps to be extended nationwide by this summer.
164. In 2015 in Germany, a new rent regime known as the Mietpreisbremse (“rental price brake”) came into effect in certain German property hotspots, referred to as “tight housing markets”, which limits rents on new lease agreements for

⁵⁶ The Minister has set out some analysis of the position in Scotland in his letter dated 6th June – [Letter-RTL-Minister-s-Response-to-Submissions-6-May-2025.pdf](#)– pages 3-4.

⁵⁷ Since 2021.

⁵⁸ As recorded by the Harmonised Index of the Consumer Prices.

previously let properties. These hotspots were initially the cities of Berlin, Munich and Düsseldorf, but have been extended. The German Civil Code provides that rents in tight housing markets “must not exceed the local comparative rent by more than 10 per cent at the start of the lease agreement.”⁵⁹

165. In a recent development, on the 28th May 2025, the new government in Germany gave the green light to a proposal for the extension of rent controls until 2029.

166. In Sweden, the rent at the start of a tenancy in Sweden is negotiated between the parties to the contract but certain mandatory rules can require that the rent is subject to review if rent control legislation is breached. Rents are determined through a utility value system (bruksvärdessystem), which sets the reasonable rent for an apartment. Section 55 of the Swedish Tenancy Act states that the rent cannot be considered to be reasonable if it is substantially higher than the rent for units of equivalent utility value.⁶⁰

167. It is also worth noting at this stage the slightly older paper by Christine Whitehead and Peter Williams (October 2018), *Assessing the evidence on Rent Control from an International Perspective*. Page 28 noted trends including that:

“What was seen as more surprising was the consistency across a number of countries in how governments were responding by tightening rent stabilisation measures, especially in pressured markets. This trend could be seen not just in countries such as Germany and France but also nearer home in Ireland and Scotland - in all of which the idea of rent pressure zones has been implemented.”⁶¹

Analysis

168. It is clear that the once per year rent increases are uncontroversial and in fact widely supported by landlords and tenants alike.

169. In terms of unintended consequences, I merely note that rent controls have been considered in the past, including in the then Minister for Housing’s 2015

⁵⁹ House of Commons Library, *Private Rented Housing: the rent control debate*, 27th October 2022 pages 38-39.

⁶⁰ Ibid.

⁶¹ [assessing-the-evidence-on-rent-control-from-an-international-perspective.pdf](#)

proposed policy direction on the Rental Sector in Jersey (**the 2015 paper**).⁶² Within the body of that paper there is the economic assessment on rent control from November 2014.⁶³ I know that the Panel are aware of the 2015 paper and will find or will have found the Annex therein helpful background reading.

170. Critics of rent stabilisation say that this could lead to fewer properties in the first place and as an unintended consequence that costs will have to be saved elsewhere. This concern has been echoed by landlords, as the Panel has seen.

171. Other potential unintended consequences include greater rent increases between tenancies, in order to “catch up” when rent increases have not been possible during the term of a tenancy. This policy therefore benefits those in a tenancy agreement, where there are limits on rent increases, over new tenants, for whom there is no such cap or limit. As the Report notes,

“These measures will apply to rent increases within tenancies, so landlords will be free to reset rents without restriction in between tenancies.”⁶⁴

172. As the 2015 paper noted:

“Some types of rent control may not reduce the rental price. There is some evidence that the effectiveness of second and third generation rent controls is reduced by the ability of landlords to set the initial rental price. To the extent that tenants are willing to pay a higher initial rental price in return for controlled increases, rent control simply alters the timing of payments rather than reducing them (Figure 2).” ...

“The consequence of this is that households who move often (more than average) pay too much rent (above the market rent that would have existed without the controls) whilst those who move less often pay too little rent.”⁶⁵

173. Finally, in terms of unintended consequences, there is therefore at least a theoretical risk of an increased turnover of tenancies producing greater churn and insecurity. There would be an increase in short term tenancies, with initial

⁶² [R.087-2015 Rental sector in Jersey- proposed policy direction \[MinisterHousing\]](#)

⁶³ Ibid, pages 23-29.

⁶⁴ The Report, page 11.

⁶⁵ The 2015 paper, pages 26 and 27.

tenancy rates that are higher at the outset, as landlords react to market forces. If this comes to pass, it will be the opposite of that which is intended.

174. On the figure of 5%, the Minister has set out in detail the decision-making process for the rent stabilisation metric and set out why the figure 5% was used and whether a cap at either RPI (as recommended by some landlords) or another rate would be appropriate.⁶⁶ This certainly answers the Panel's questions as to how the figure 5% was conceived.
175. In relation to the 5%, the options for the Panel include suggesting a higher figure; a lower figure; no cap at all; or no change to the proposal.
176. It would be tempting to recommend simply another percentage rate as the limit, and this would be a relatively straightforward amendment. The challenge would be alighting on a sensible rationale for fixing a new percentage point, whether above 5% or below.
177. There is evidence of restraint by landlords during the most recent period of high inflation, not least as already noted that from the Draft Law.⁶⁷ And so Panel could also consider removing the rent stabilisation measures entirely from the Draft Law, but this would be to gut the Draft Law of one of its most important features. I leave that to the Panel to debate and consider. I have made some rather more technical recommendations, leaving the meatier policy debate to the Panel and the States Assembly.
178. On the more technical side, landlords have objected to the 5% figure. It should be noted that this figure can be increased in times of high inflation. The Report states that the flexibility is needed in case order to future proof, and that "[t]his provision would allow the States Assembly *to increase the 5% cap or even remove it* in periods of high inflation, if it were considered necessary to do so (my emphasis)."⁶⁸ The aim is that Regulations are there to increase the cap where needed by levels of high inflation.

⁶⁶ [PRIVATE-RTL-Economic-Rationale-for-Rent-Cap-Rationale-Paper-27-May-2025.pdf](#)

⁶⁷ The Report, page 12.

⁶⁸ Ibid.

179. Indeed, there is a proposed Regulation making power enabling a different maximum percentage to be set. This is clearly aimed at reassuring landlords that there is flexibility in the Draft Law if necessary. However, as drafted⁶⁹, the percentage rate cap could be reduced as well as increased. The power is there to set “a different maximum percentage” and clearly this includes the power to reduce the cap. The Minister was quite clear in his answers to the Panel that the drafting is deliberate and maintains the necessary flexibility.⁷⁰
180. Landlords may not be reassured by this, and as has been seen above, in Ireland the cap was fixed initially at 4% in 2016, but was in fact reduced some 5 years later from 4% to 2%.
181. If the Panel is minded to consider this point, there are a number of options. The Draft Law could be amended to specify that the regulation making power can only be used “to increase” the maximum percentage rate. This would provide some comfort to landlords, and greater certainty going forward. Alternatively, as has been suggested by one of the Panel members, there could be provision made for a Ministerial Order where the proposal is for the rate to increase; but that where the rate might decrease, that this should stay as a decision for the States by Regulations. In the further alternative, it may be that the Panel considers that the proposal as drafted strikes the right balance, and that it is simply a matter of communication, and that landlords must be alert to the fact that the rate can go down as well as up.

Recommendations

182. The Panel may wish to consider the following range of options:

Recommendation 18 – The Panel may wish to consider whether the proposed maximum increase in rent of an annual increase in RPI, capped at 5% can be altered by Regulations, but can only go up (for example in times of high inflation as per the reasoning set out in the Report) and not down.

⁶⁹ Proposed Article 24(1)(lb).

⁷⁰ [2025-06-09-Transcript-Public-Hearing-Draft-Residential-Tenancy-\(Jersey\)-Amendment-Law-202-Review-Minister-for-Housing.pdf](#) pages 20 and 21.

Recommendation 19 - Alternatively, the Panel may wish to consider whether it is desirable for the Minister to have an additional power to raise the maximum percentage by Order. This would give greater speed and flexibility and the possibility of responding quickly to a spike in inflation. Combined with the above, if the Regulation making powers were left unamended, then this would maintain the flexibility as desired by the Minister and keep open the option of reducing the cap if needed in the future.

Recommendation 20 – The Panel should consider what, if anything, to do with the proposed rent cap, whether a higher percentage figure; a lower figure; no cap at all; or no change to the proposal.

8. Rent Tribunal

183. The Draft Law introduces the concept of a Rent Tribunal. At present, there are no rent stabilisation measures and there is therefore no Rent Tribunal to regulate them.

The aim

184. The stated purpose of the Rent Tribunal is to provide a statutory mechanism to regulate the rent stabilisation provisions of the Draft Amendment Law. The Rent Tribunal will receive, evaluate, and decide on referrals as to whether proposed rent increases are consistent with the rent stabilisation provisions of the Draft Amendment Law.

185. The Rent Tribunal's remit will be limited to rent increases within, and not between, residential tenancy agreements. The Rent Tribunal will be responsible for regulating the rent stabilisation provisions of the Draft Amendment Law only, with all other residential tenancy matters remaining under the exclusive jurisdiction of the Petty Debts Court.

The Draft Law

186. The Rent Tribunal is established by introducing a new Part 4A in the Draft Law, namely Articles 13A-13Q.

187. Key areas introduced are appointment of members, and all matters relating to membership and composition of the Tribunal (Articles 13B-F, and 13L-O); decision making and jurisdiction (Articles 13G-H); sittings, reporting and publications (Articles 13I-L); powers for proceedings (13P); and offences (Articles 13Q).

188. Part 3A sets out the restrictions on rent increases and provides at Article 7E that a tenant may apply to the Rent Tribunal for a decision on rent increases.

Tenants' views

189. Tenants are broadly supportive of the Rent Tribunal. Unforeseen costs and the potential impact on the tenant / landlord relationship were stated in the responses to the Tenants' Survey to be two significant potential barriers to using the tribunal. 50% stated that the impact on the tenant's relationships with the landlord would pose a barrier to using the tribunal.

190. In terms of specific comments the following responses bear this point out:

"I don't think I would want the hassle and my next landlord would know I had been to a tribunal which is unlikely to serve me well!"

"If there is no working relationship with the owner or agent or both, then the tenancy is fragile beyond reasonability"⁷¹

191. The majority (63%) were not concerned about the tribunal being in public.

192. The even split of 17%:19% of satisfied:dissatisfied with most people (65%) being neutral about the process for appeals possibly reflects the fact that it is new and the procedural rules are not yet complete. As one tenant put it, "Explain how the tribunal is accessed and how it works?"⁷²

Landlords' views

193. Not many individual landlords responded specifically on the point of the Rent Tribunal. Exceptions included requesting impartiality. The following was also mentioned:

"If a tenant challenges their landlords about a rent increase and goes to the tribunal, no doubt there will be tension between the landlord and the tenant whichever way it results."⁷³

"I also cannot imagine how much of taxpayers' money would be used on a tribunal set up. If all rented properties are now licenced, then start fact-

⁷¹ Annex I, page 123.

⁷² Ibid.

⁷³ Annex II, page 147.

finding, getting info on rents etc and get a holistic view on what it's really like. It feels like the current proposal is a finger in the air and guessing. It's too important to just guess.”⁷⁴

194. Business and landlords' organisations supported in principle establishing a Rent Tribunal to adjudicate disputes, with some suggesting an expanded remit beyond rent reviews. Concerns were raised over unclear tribunal procedures, impartiality and potential political bias in appointments, and the time lag in collecting rent data. There were calls for accurate and frequent rent reporting.
195. Suggestions were made that a permission-to-appeal filter could be introduced and a 12-week statutory timeframe. Further, that the proposed Property Tribunal be transparent, with evidence-based decision-making. Consistency will depend on clear, published guidelines for assessing rent levels and tenancy disputes.
196. Timely and fair resolutions are key.
197. The JLA noted that there is very little detail in the proposition or any of the supporting documentation as to how the Tribunal will interpret the exceptions, which are vitally important to landlords, i.e. where: a landlord has made capital improvements; or the current rent is significantly below market value.⁷⁵

Jurisdictional comparison

198. The proposals in England are different. The Renters Rights Bill 2024 sets out certain amendments as to how rent can be challenged in the Tribunal. The Tribunal will assess the proposed rent against what the landlord could expect to receive if letting to a new tenant on the open market. The aim is to strengthen tenants' rights and protections to challenge punitive practices such as unreasonable rent rises and rental bidding, empowering tenants to challenge rent increases designed to force them out by the backdoor and ensuring they will not face an even higher rent if they choose to appeal an increase.

⁷⁴ Annex II, page 140.

⁷⁵ Article 7D.

199. Essentially, Landlords will be able to raise rents annually to market prices and must provide two months' notice of any change. Tenants will be able to challenge above-market rent increases through the already established First-tier Tribunal (Property Chamber). This seeks to prevent above market rent increases being used to force tenants to vacate a property. Terms which allow rent increases outside of the statutory mechanism will be of no effect.
200. In Scotland, the Private Housing (Tenancies) (Scotland) Act 2016 introduced private residential tenancies, and in 2022 measures were introduced which allowed tenants on most tenancy types to challenge a rent increase through the rent officer or tribunal.
201. In terms of the power of the tribunal, in New Zealand, recent changes were brought in which enable tenants to challenge a retaliatory termination. If a landlord terminates the tenancy due to a tenant exercising their rights, the tenant can apply to the Tenancy Tribunal to have the termination confirmed as retaliatory and declared an unlawful act. Tenancy Services is part of the Ministry of Business, Innovation and Employment in New Zealand, and an example given on their website is where a tenant requests maintenance and the landlord issues a termination notice instead of carrying out the maintenance work.⁷⁶
202. In the Netherlands, traditionally seen as having one of the most highly regulated private rented sector in Europe, there is a Rent Tribunal ('Huurcommissie') which can mediate and adjudicate on disputes between tenants and landlords about rent levels, maintenance and service charges.⁷⁷ In Sweden, tenants can refer 'excessive' rent levels to a regional Rent Tribunal for determination if agreement cannot be reached with the landlord.⁷⁸

⁷⁶ [Tenancy law changes » Tenancy Services](#)

⁷⁷ House of Commons Library, Private Rented Housing: the rent control debate, 27th October 2022 pages 36-37.

⁷⁸ Ibid, page 38.

Analysis

203. Most of the important provisions for the Rent Tribunal are contained within the Draft Amendment Law, although procedural elements for the day-to-day operation of the Rent Tribunal will be established through secondary legislation that will be ready by the time the Draft Amendment Law is in operation.
204. This leaves open key questions as to how the Tribunal is going to work in practice. The more detail that is given at this stage the better, and the more reassured both landlords and tenants will be about this new body.
205. The Panel has asked whether the rules of the Tribunal will be published in time for the debate – or at least draft rules be published – but this is not going to be possible.⁷⁹
206. There are limitations to what the Rent Tribunal can and cannot order. For example, whilst the Rent Tribunal can order a rent increase to conform with statutory limit, it cannot order the increase to be less than the statutory limit. Nor can the Rent Tribunal order a rent increase to be more than the amount proposed by landlord. The decision of the Rent Tribunal is binding until the next rent review period for the tenancy agreement, unless there is an appeal.
207. As set out in the Report,
- “The Rent Tribunal offers a statutory safeguard for tenants, allowing them to challenge unlawful rent increases. There is also a legal route through the Petty Debts Court should a tenant need to recover rent-related payments connected to an unlawful increase.”⁸⁰
208. Therefore, there is the potential for the same case to go through two different judicial decision making bodies. For the wider residential tenancy matters remain the exclusive purview of the Petty Debts Court, and as such the Rent Tribunal will not be a Housing Tribunal, as was put forward in earlier legislative

⁷⁹ [2025-06-09-Transcript-Public-Hearing-Draft-Residential-Tenancy-\(Jersey\)-Amendment-Law-202-Review-Minister-for-Housing.pdf](#) pages 48-49.

⁸⁰ The Report, Page 14.

reform proposals. That means that the interplay between the Tribunal and the Petty Debts Court will be crucial.

209. The Magistrate's Court Greffier noted in her response to the Panel that timely determination of applications by the Rent Tribunal will be essential.⁸¹ There are questions as to whether stays in the Petty Debts Court will be necessary, in order to await an outcome from the Rent Tribunal.
210. Further, the Magistrate's Court Greffier suggested that it may be helpful for the legislation or associated procedural rules clearly to set out the legal status of Rent Tribunal decisions and that they are enforceable as a civil debt. Comparison with Article 93 of the Employment (Jersey) Law 2003 was made, which defines the nature and enforceability of Employment Tribunal awards as civil debts. This was a point put to the Minister in the Second Public Hearing.⁸²
211. Linked to timely decisions is the volume of cases. The aim is that most landlords and tenants, in the normal course of their relationship, should be able to manage rent increases privately, making referrals to the Rent Tribunal the exception rather than the rule.
212. Relevant data from Citizens Advice Jersey helped to create an estimate for the Rent Tribunal, considered to be a minimum of 40 cases annually. I note immediately that that was a minimum figure given by Citizens Advice, and that the starting point from the Judicial Greffe is 36 a year.⁸³ Further, there may be an appetite to test the Tribunal in its infancy to see what results are obtained, and this may produce an early spike in interest, which settles over time.
213. It is simply not possible to know at this stage, but the range of possibilities should be considered. The aim of the Draft Law is for these decisions to be made without the need to go to a Tribunal. But experience both from within Jersey and other jurisdictions shows that recourse to legal remedies are on the increase, and there is a risk that the Tribunal experiences early levels of interest not anticipated.

⁸¹ [States Assembly | Letter - RTL Magistrates Court - 3 May 2025](#)

⁸² [2025-06-09-Transcript-Public-Hearing-Draft-Residential-Tenancy-\(Jersey\)-Amendment-Law-202-Review-Minister-for-Housing.pdf](#) pages 18-19.

⁸³ Letter from the Judicial Greffe dated the 15th May 2025 [Fax Cover](#).

214. Whether or not a fee will be charged is also likely to have a bearing on numbers of cases being heard by the Tribunal. The clear answer given is that it is not anticipated that there will be any fee or charge to bring a case to the Tribunal.⁸⁴ That being the case, it is arguable that without a fee, this might prompt this early spike by encouraging more tenants to test the appetite of the Rent Tribunal to make favourable rulings. But on the other hand, from the responses that the Panel has seen from both landlords and tenants, it may be that there is a reluctance to strain relationships between the parties, and that matters are resolved without the need to go to the Tribunal, and that this really does become the exception rather than the rule.
215. Allowing an appeal to the Royal Court on a point of law only is a sensible measure that will control the risk of protracted litigation in this area. It can be anticipated that there may well be one or two early appeals on points of law, but then that over time the Tribunal will build up a body of evidence and expertise enabling it to perform without the need for such protracted litigation.
216. The Minister has been very clear in his view that the Tribunal should be passive, and that this is a different process from other models. The difference is that landlords will be able to increase rents, and only if challenged by a tenant will it come to the Tribunal – hence its “passive” nature. Again, this seems to be a sensible and proportionate decision, especially given the discussion above about the volume of work, and the associated costs (for which please see Chapter 13).
217. However, it is worth noting that in Article 7D(4); and proposed Article 23(2)(la), there is the possibility that the “passive” nature of the Tribunal will be turned on its head. The Draft Law leaves open to the Minister the possibility of making an Order in the future, whereby a landlord would have to apply to the Tribunal in order to put up rents by more than the limit. The Panel may wish to consider removing this power, in order that the Tribunal retains its passive nature, as

⁸⁴ First Public Hearing, Transcript page 47.

clearly set out and described in the Report⁸⁵ and as clearly articulated by the Minister during the Second Evidence Session.⁸⁶

218. In a similar vein, the qualifications of the chair and deputy chair of the Tribunal are set out in Article 13B(4)(e). This includes for the chair and deputy that they have a law degree or similar qualification from a university or other institution, as approved by the Judicial Greffier. This aligns with the evidence submitted by the Judicial Greffier, who has been streamlining and aligning the tribunal services across the board. All have a legally qualified chair.
219. However, the legal qualification persists “unless the requirement is excluded by Order.”⁸⁷ Sensibly it is provided that if Orders are made under this provision (or any of Article 23 paragraph (2)(ld) to (lg)), then the Minister must consult the Judicial Greffier. The Minister was asked about this in the Second Evidence Session.⁸⁸ The Panel may wish to consider whether this Order making power should form part of the Draft Law, and my Recommendation 23 addresses this point.
220. Linked to this point is the composition of the members of the rent tribunal. Concerns have been raised by landlords and their associations as to whether political bias will determine who will sit on the Tribunal. Further, the JLA stated in their evidence that the Housing Minister has publicly confirmed that he will not allow JLA Committee members to be members of the tribunal. The Panel may wish to consider that there should be no barriers to entry and a balance on the Tribunal in order to ensure both fairness and confidence in the institution.
221. A question has also been raised by the JLA⁸⁹ as to how the Tribunal will determine whether the rent increase is reasonable. Specifically, at present a landlord will have no certainty as to how far behind market rate the rent is in order for it to qualify for an increase. There is no definition of what ‘significantly’

⁸⁵ For example at pages 12-13.

⁸⁶ [2025-06-09-Transcript-Public-Hearing-Draft-Residential-Tenancy-\(Jersey\)-Amendment-Law-202-Review-Minister-for-Housing.pdf](#) pages 3 and 19.

⁸⁷ Article 13(B)(4)(e).

⁸⁸ [2025-06-09-Transcript-Public-Hearing-Draft-Residential-Tenancy-\(Jersey\)-Amendment-Law-202-Review-Minister-for-Housing.pdf](#) page 48.

⁸⁹ Annex III, pages 199-200.

means. Also, there is a lack of guidance about what ‘improved to the tenant’s benefit’ would mean in practice, or what kind of a rent increase the tribunal would consider reasonable depending on the improvement.

222. Finally, and linked to the above point, because the procedural elements for the day-to-day operation of the Rent Tribunal will be established through secondary legislation, there is a significant amount that is unknown at this stage. Assurances have been given that this information will be ready by the time the Draft Amendment Law is in operation,⁹⁰ but that means that at present the Panel simply does not have the chance to scrutinise the mechanisms and the procedural elements that will be employed.

223. As is clear, the more subjective decisions will be where a landlord increases the rent by more than the statutory limit, and these are the ones that are most likely to end up in the Rent Tribunal. It will be important to ensure consistency of decision making in order that both tenants and landlords can anticipate potential likely outcomes and take action to avoid going to the Tribunal if at all possible.

Recommendations

224. The Panel may wish to consider the following range of recommendations:

Recommendation 21 – The Panel may wish to consider the suggestion of the Magistrate’s Court Greffier, that it may be helpful for the legislation clearly to set out the legal status of Rent Tribunal decisions and that they are enforceable as a civil debt. A similar provision to Article 93 of the Employment (Jersey) Law 2003 (which defines the enforceability of Employment Tribunal awards as civil debts) in the Residential Tenancy legislation would provide greater clarity and facilitate consistent enforcement.

Recommendation 22 – The Panel may wish to consider removing the Order making power in Article 7D(4) and proposed Article 23(2)(la), in

⁹⁰ The Report, page 14.

order that the Tribunal retains its passive nature as advertised, and that this cannot be altered by ministerial fiat.

Recommendation 23 - The Panel may wish to consider removing the Order making power in Article 13B(4)(e) and proposed Article 23(2)(ld), in order that the legal qualifications of the chair and deputy chair remain as set out on the face of the Draft Law.

Recommendation 24 - The Panel may wish to consider that there should be no barriers to entry and a balance of Tribunal members in order to ensure both fairness and confidence in the institution.

Recommendation 25 – that consideration be given to a gateway or filter mechanism to ensure that frivolous or obviously unmeritorious matters are not brought before the Tribunal.

Recommendation 26 – that draft guidelines for the Tribunal be provided to the Panel as soon as possible.

9. Rents charged data

The aim

225. As set out in the Report,⁹¹ the reason behind the Rents Charged data is that without data on actual rents charged, understanding of what is really going on in the rental sector is limited. At present, statistics on data in Jersey are collected by means of advertised rates of rent only, and not actual rent paid. As the Report says, the proposal therefore provides an opportunity to collect potentially important data, which could yield valuable insights to the economic conditions of the rental sector.

226. The intention is that this will build a dataset reflecting actual rents charged in the rental market that will help inform both tenants and landlords and “can be used by Rent Tribunal as needed to help resolve disputes about rent increases”.⁹²

The Draft Law

227. Article 7G requires landlords to submit information on, and relating to, the amount of rent they are charging for their property. The precise information will be required by Order, made under proposed Article 23(2)(lb) and (lc).

228. Importantly, Article 7G(b)(ii) specifies that this process will allow “the Minister to provide information to the Rent Tribunal.”

Tenants’ and landlords’ views

229. Not unnaturally, this aspect has not garnered as much attention as some other parts of the Draft Law.

⁹¹ The Report, page 15.

⁹² Ibid.

Jurisdictional comparison

230. The 2019 paper of Whitehead and Williams is now slightly dated. But it is relevant concerning the provision of information on rents. In the context of the Irish regulatory framework as compared to Germany, the paper sets out that:

“A particularly relevant part of the regulation is the requirement that the landlord provides information on previous rents. A shift towards this approach in Germany is said to have improved transparency and ensured greater compliance.”⁹³

Analysis

231. Collecting the data alongside the Rented Dwellings Licensing Scheme is said to offer the best means of collecting data on rents charged. I would agree with this, not just because of its ability routinely to gather data on many rental properties,⁹⁴ but also because this would seem to limit the bureaucratic burden on landlords.

232. Landlords have mentioned bureaucracy more widely, and also in the context of the Rented Dwellers Licensing Scheme. Therefore anything that streamlines the collection of this data is likely to be welcomed by landlords.

233. The real unknown is precisely how this data is going to be used, and its provision and utility for the Rent Tribunal. I understand that it is not proposed that the raw data will be given to the Tribunal, and it is clear that the final process has not yet been worked through. This is to be expected, given that the law is still draft, and the Order making power has not been brought into force.

234. However, the Panel may feel that further clarity on this point is required.

235. For example, in the evidence session with the Minister on the 7th May, the following was said:

“Head of Strategic Housing and Regeneration:

⁹³ Whitehead and Williams, *From ideas to reality: longer term tenancies and rent stabilisation*, December 2019, page 16.

⁹⁴ As set out in the Report at page 15.

So there are 2 separate things there. One is the collection of rental data, which we discussed earlier that we have not yet developed a process, but, yes, we do envisage collecting fairly regular information on rents charged so that we have an understanding what the overall housing rental market is doing. In relation to judgment decisions of the Rent Tribunal, it will be a requirement for the chair to produce an annual report and we will have an understanding of the pattern of decision-making that is occurring there. I guess it would be those 2 things in combination that the States Assembly and the Minister would take into account if they were contemplating any necessity for changes.”⁹⁵

236. Further, at page 24 of the transcript on the same evidence session it was said:

“Yes, a careful judgment will need to be made as to whether or not it would be beneficial to issue live rents data to the Tribunal. There is a risk then you have apartment one being pitched against apartment 2 in terms of the rent values, but there could be different reasons behind those rent values and different objectives of the landlords. So I do not think at this time we would be looking to give raw data to a tribunal because it would not necessarily be beneficial. But that overall report, as and when it becomes available and as the richness of the data improves, will be helpful. But I think it is accepted that, from the outset of the Tribunal’s establishment, we would be relying quite heavily on professional expertise and judgment of the composition of the Tribunal.”

237. It will need careful thought, therefore, as to how this data will be used. It would seem odd for the Tribunal not to be able to refer to it and to use it, with the obvious caveat that it should be there as a useful tool, but as only one amongst a number of others upon which it would base its decision.

238. There is no specific recommendation to the Panel under this Chapter, save to note that rent information and data will be collected pursuant to Order making powers in the Draft Law⁹⁶, and that the Panel will not have the opportunity to scrutinise in detail the likely operation of the data collecting process, or the interplay

⁹⁵ Transcript, First Public Hearing, page 45.

⁹⁶ Proposed Articles 23(2)(b) and (c).

between the data and the Tribunal in the absence of a draft order or a clearer understanding of the policy intent.

239. In short, the additional burden on landlords and the precise ambit of what could be a valuable tool is unknown at this point.

10. Fees and Charges

The aim

240. The intention behind this part of the Draft Law is to avoid tenants being stung by hidden fees, which often are said to be unreasonable. The proposal is that there is transparency on fees and charges so that there are no “hidden costs”.⁹⁷

241. It is not intended that there will be a statutory limit on fees and charges, but simply that there is transparency, which is intended to give tenants “more agency”, and that:

“tenants as a minimum should be able to read about any fees or charges that they may be liable for, so they can make informed choices about whether those fees and charges are fair or manageable and whether to sign the tenancy agreement in the first place.”⁹⁸

The Draft Law

242. Article 21 of the Draft Law introduces, amongst other measures, new paragraphs 12-15 to Schedule 1. This sets out an obligation on what an agreement must specify, including information on who must arrange, pay for and maintain services, such as electricity, gas, water or drainage. Further, a written agreement must specify who must maintain and repair the landlord’s fixtures, fittings and moveable property.

243. Further, Schedule 1 as amended by Article 21 of the Draft Law sets out as one of the matters that an agreement must specify:

“3. That the tenancy has an initial term, and either the length of the term or the date on which it ends, or that the tenancy is a periodic tenancy.”

⁹⁷ See for example the Report, page 16.

⁹⁸ Ibid.

Tenants' and landlords' views

244. This is an important section, but understandably is not a part of the Draft Law that has excited much attention from landlords or tenants. However, the point was rightly asked of the JEAA in the evidence session as follows:

“so no hidden costs, as it were.

Director, Hunt Estates: It is already, yes. There are not any.

President, Jersey Estate Agents' Association: Exactly. But anything like that we would consider a refinement of the law which we would comply with.

Deputy T.A. Coles: Would you see it as a positive then, sorry? Because I realise that it was a positive, but do you see it is a positive?

President, Jersey Estate Agents' Association: Well it is clarity so, yes, because it gives clarity at the outset.”⁹⁹

Analysis

245. The Report states that tenants can be stung by hidden fees, which can often be unreasonable, and leave them with no choice but to pay up. The intention of the change is that there will be no unwelcome surprises as to what fees and charges they must be responsible for.

246. In “The Way Forward” document 2024, the ambition was set out:

“to introduce provisions to prohibit inappropriate fees and charges, including offences and penalties connected to unlawful practices. I will ensure that landlords and tenants will have the right of appeal and that there are appropriate penalties for non-compliance.”¹⁰⁰

247. In contrast, the Report states that there will be no statutory limit on fees and charges.¹⁰¹

⁹⁹ In the evidence session with the Jersey Estate Agents Association, [Transcript-Draft-Residential-Tenancy-\(Jersey\)-Amendment-Law-202-Jersey-Estate-Agents-Association-20-May-2025.pdf](#) pages 31 and 32.

¹⁰⁰ [Residential Tenancy Law - the way forward Ministerial statement 22 April 2024.pdf](#) page 2.

¹⁰¹ The Report, page 16.

248. Therefore, this is not quite meeting the ambition, because as drafted the law does not prohibit inappropriate fees or charges. As set out in the Report, “It is important to be clear that there will be no statutory limits on fees and charges”.
249. The Panel could consider tightening up the Draft Law, in order to match the Minister’s original ambition. However, this is not one of my recommendations. It would be difficult to do, and the Report has quite rightly recognises that no limit has been put on fees and charges because:
- “landlords and managing agents have different business models and it is not the intention to undermine these.”¹⁰²
250. However, the Draft Law does provide that this additional information must be set out, which will give tenants information at the outset of a tenancy agreement that they otherwise might have been lacking, such as information about “hidden fees”. This approach will add to the transparency, but there is a lack of clarity as drafted as to precisely what information will need to be disclosed at the outset.
251. On the other hand, the Panel might like to consider the intention behind new paragraph 12 to Schedule 1 as set out in the Report. This is that the tenancy agreement must set out any requirements that the landlord or tenant must satisfy in order end an initial term early without giving a reason and “it is intended that any “finders fees” or other requirements must be set out so that everyone is aware of their obligations.”¹⁰³
252. As drafted, the level of detail that must be provided under paragraph 12 is unclear. For example, on the face of the paragraph as drafted at present, it is arguable that simply providing information that “there is a finders fee” would be sufficient to comply with the letter of the law. Put another way, it is arguable that simply writing the following on the face of the tenancy agreement would satisfy paragraph 12 as drafted: “There is a requirement for the tenant to pay to the landlord a finders fee”.

¹⁰² Ibid.

¹⁰³ Ibid.

253. The intention, as I read it, is to go further, and actually specify what the fee is, so that both landlord and tenant know up front their rights and obligations in pounds, shillings and pence. If that is the intention, the Draft Law could be made clearer by specifically stating as such, or by giving an example, “for example, both the fact of a finders fee, and the amount of the finders fee would need to be set out”.
254. This could be set out in guidance, however the letter of the Draft Law is important, and the Panel may want to consider whether the drafting needs to be tightened. My recommendation 27 addresses this point.
255. Further, there is nothing in the Draft Law to prevent fees or charges rising higher than the proposed 5% set out in the rent cap. Given that fees and charges fall outside the scope of the Rent Tribunal’s remit, what remediation or dispute resolution process would be available to tenants who believe that a service charge or fee has been unfairly increased or misapplied?
256. The Panel may be concerned that this presents a potential loophole, and that there is nothing to stop fees and charges being increased in order to compensate for a lack of rent increases, where that is not possible because of the proposed new law.
257. It is recommended that the Draft Law is clearer on the above points.

Recommendations

258. The Panel may wish to consider the following recommendations:

Recommendation 27 - The Panel may consider that the Draft Law could be made clearer by specifically stating that the amount, as well as the fact, (for example) of a finders fee must be provided in a tenancy agreement. As drafted, the level of detail of the information that must be provided under proposed paragraph 12 to Schedule 1 is unclear. The intention is to specify what the fee is, so that both landlord and tenant know up front their rights and obligations in pounds, shillings and pence.

Recommendation 28 – the Panel may wish to consider whether the remit of the Rent Tribunal needs to be widened to include fees and charges in order to ensure that the rent cap cannot be circumvented by increasing fees and charges on the side.

11. Transitional Arrangements

The aim

259. The Draft Amendment Law provides for a Commencement Order whereby it will come into force via a day specified by the Minister by Order. There was a suggestion during the First Public Hearing¹⁰⁴ that this may not happen straight away, and that time would be given, for example, to allow the Rent Tribunal to make progress and be set up.

260. Further, the Report makes it clear that the intention is not for a big bang start with sudden changes overnight, rather that there will be a staggered approach:

“that will allow fixed term agreements that pre-date the commencement of the Draft Amendment Law (“pre-existing fixed term agreements”) to reach their natural conclusion, and these agreements will not need to change to comply with the Draft Amendment Law. Pre-existing fixed term agreements would therefore continue to operate after the Draft Amendment Law has been enacted and would be subject to the requirements of the 2011 Law until the fixed term is ended or reaches its natural conclusion in accordance with the tenancy agreement.”¹⁰⁵

261. I note that there is no specific cut-off date after which all residential tenancy agreements will need to comply with the Draft Amendment Law.

The Draft Law

262. Article 24A of the Draft Law introduces Schedule 3, which sets out provisions for the transition that will occur when amendments to the law come into force.

263. Paragraph 2 to Schedule 3 confirms that existing fixed term tenancies will continue to remain subject to the law as it was, until it comes to an end.

264. Paragraph 4 to Schedule 3 sets out that the law as amended applies to an existing tenancy occupied on the basis of a recurrent period as if it were a periodic

¹⁰⁴ Transcript, page 41.

¹⁰⁵ The Report, page 18.

tenancy. And paragraph 6 that the total duration of an existing periodic tenancy includes earlier tenancies.

Analysis

265. It is a sensible approach to have a transition period and to avoid an overnight change with legislation such as this. As long as it is clearly communicated precisely what can and cannot be done, and what should be done during the transition period, it is a good and proportionate measure. For example, not insisting on landlords and managing agents updating their tenancy agreements overnight changes will help to avoid a flurry of activity and unintended consequences.
266. What is clearly going to be a significant change for tenants and landlords alike will have a softer landing as a result of the transitional measures.
267. The Panel asked the Minister questions about the potential impact on current tenancies, and whether there would be a race to amend, update or fix tenancy agreements in advance. The potential incentive for landlords to do so would be in order to maintain their flexibility in advance of the law coming into force, and in order to avoid the capping measures for as long as possible.
268. The following exchange during the First Evidence Session goes to this point:

“The Connétable of St. Mary:

[I]s there a transitional provision which enables an existing 5-year lease to effectively ignore the cap element for the duration of the lease once the new law comes in?

Head of Strategic Housing and Regeneration:

They could do, yes, they can, but it goes to why a landlord would decide to do that beyond the reasons that were already set out in the legislation, so that would be seeking to go above market. What might drive a landlord to do that given that ...

...

...

Deputy D.J. Warr:

[I]s it likely, could there potentially be a race now, if the legislation is coming in, for landlords to set fixed-term tenancies to come up before new legislation comes in, will they start 5 years: “Let us put a 5-year contract, a 5-year term in”, or something like that, do you foresee that at all?

The Minister for Housing:

No, because I think that would be far too fiddly and for what benefit. Landlords would not be able to end existing fixed terms early so they can set a new fixed term; they are not allowed to do that under the current law. If they wanted to do that to a tenant, the tenant, not a great position for them to be in, but they do not have to sign it. They can say: “I will find somewhere that is not going to treat me like this. Not a great thing to force on them but the landlord does not have the right to get a renewal from a tenant so that there would be that part of the negotiation as well. And for what benefit?”¹⁰⁶

269. Despite the Minister’s instinct that this is unlikely, some landlords may choose to fix for a long period of time before the Draft Law comes into force. This may give them additional flexibility, and at the same time it does not necessarily go against the intention of the new law, namely to encourage longer and more stable tenancies. On the other hand, given that the transitional measures effectively allow a fixed term to endure through to its natural conclusion, and for a landlord and tenant to choose to enter into an initial fixed term thereafter at that point, any rush will not be as great as it otherwise would have been. There will be the freedom at that stage to agree a new rent level, with no application of a rent increase restriction between the pre-existing fixed term agreement and the new agreement.¹⁰⁷

¹⁰⁶ Transcript, First Evidence Session, pages 49-50.

¹⁰⁷ The Report, page 18.

270. Further, in the transitional provisions, tenants already on a fixed term are treated differently from those on an “existing periodic tenancy”. For a sitting tenant who has lived in the rental property for more than 5 years and is on an existing periodic tenancy, they will qualify straightaway for the minimum statutory notice period of 6 months. It may be that in these circumstances and in order to avoid that outcome, there is a desire on the part of landlords to regularise the position and introduce a fixed term tenancy agreement.
271. The Report clearly sets out that there is no cut-off date at which point all residential tenancy agreements would need to comply with the Draft Amendment Law. Some countries and jurisdictions have adopted a different approach and set out in law a fixed date after which all tenancies will need to comply. Two different examples follow. In England under the Renters Rights Bill, upon the commencement date all existing assured tenancies will also become periodic. In Ireland, by June 2028 all tenancies will be tenancies of unlimited duration.
272. However, given that the evidence suggests that the majority of fixed terms are of a relatively short duration, and possibly the majority of a period of only one year, the Panel might well consider that the approach as set out in the transitional measures are sensible and proportionate.
273. The Report states that:

“The Government of Jersey will not attempt to enforce Article 4 of the 2011 Law ... as a transitional measure so there will be no pressure on landlords or managing agents to update these agreements by a fixed deadline, which will reduce any associated administrative burden. Except for pre-existing fixed term agreements, which can run their course under the 2011 Law, the Draft Amendment Law will apply to all agreements on enactment, regardless of whether the old agreement has been replaced physically. Therefore, landlords and tenants of pre-existing periodic agreements should know that they have the rights and responsibilities afforded to them under the Draft Amendment Law regardless of whether their tenancy agreement reflects this.”¹⁰⁸

¹⁰⁸ The Report, page 18.

274. Again this is a sensible measure, designed to give a grace period to landlords. It might be helpful, even informally, to know how long this grace period will last “as a transitional measure”, as this would give certainty to landlords. For example, will they all have up to a year to get their house in order, more than a year, or will it be quicker than this?

Recommendations

275. The Panel may wish to consider the following recommendations:

Recommendation 29 – It is recommended that no changes are made to the transitional provisions.

Recommendation 30 - The Panel may wish to seek clarity from the Minister as to how long the grace period will last before the Government of Jersey begins to enforce Article 4 of the 2011 Law.

12. Regulation and Order making powers

The Draft Law

276. Article 18 of the Draft Law makes proposed amendments to the Minister's Order making powers in Article 23; and Article 19 makes amendments to the Regulation making powers in Article 24.
277. For the ministerial order making powers, the proposals insert new (la) to (lg) after Article 23(2)(1). Each of these has been considered above in my report. I simply note them for the sake of completeness.
278. For the regulation making powers, the proposals insert new (la)-(lf) after Article 24(1)(l). Further, under the offence creating powers, new Article 24(3)(b) creates new powers for creating an offence and civil penalty breaches.

Analysis

279. It is worth making this broader point at the outset. It is a truism that ministers like Order making powers, and back benchers and scrutiny panels like certainty and clarity in the Draft Law. The Panel will want to consider carefully whether any of the proposed powers for orders or regulations are matters that ought properly to appear and be set out in detail within the body of the Draft Law, in order that they can be scrutinised and debated at this stage, rather than introduced further down the line.
280. The majority of these have been considered elsewhere in my report and I have, for example, already made Recommendations 22 and 23 in relation to proposed orders.
281. One area that the Panel might like to consider is whether these matters set out in the Draft Law are such that should attract criminal sanctions and civil penalties if a landlord gets it wrong.
282. Proposed Article 24(1)(lf) states:

“(lf) granting to authorised officers powers to investigate whether a person has committed an offence or a civil penalty breach under this Law, including related powers –

(i) to require a person to provide a document or other information relating to a residential tenancy, or the 1 or more residential tenancies for which the person is the landlord or managing agent;

(ii) to enter a residential unit, a place of business or another place at any reasonable time with reasonable notice or under a warrant issued on reasonable grounds;

(iii) to enter along with another person or equipment required for the investigation;

(iv) to measure, photograph or record anything required for the investigation;
or

(v) to take and copy a document or other information that the officer is given or discovers by investigation;

283. These are not insignificant powers. As the JLA noted in their evidence session:

“[T]his is obviously a regulation-making power, so not happening now and further down the road, but it is of a general concern in that civil penalties are potentially going to be levied on landlords. We do not know what for; the regulation-making powers are very wide indeed. It will now enable officers to give fixed penalty notices to landlords for breaches of - I think I have got this right - the law or for breaches of the tenancy agreement, which is an interesting one. What safeguards, checks and balances, are going to be put behind that? I know there is precedent in Jersey in the financial services industry for having civil penalties but that is a much bigger industry. They can employ compliance professionals and frequently do, lots of compliance professionals to look at their compliance. I am not saying landlords should not be compliant but it is

a bit of a bigger ask, and civil penalties seem like overegging the pudding, if I can put it that way.”¹⁰⁹

284. During the evidence session of the JEAA on the 20th May, a similar point was made to the Panel questioning why this Part of the Draft Law needs to be protected by criminal sanctions.

285. The Minister is clearly concerned that there should be some sanction available against landlords who simply do not play by the rules. But this is unlikely to lead to a conducive landlord and tenant relationship. The Panel might like to consider whether criminal sanctions are necessary in the circumstances, and whether there are lesser penalties that might still fit the bill.

286. Alternatively, the Panel might like to consider whether there should be a higher threshold for the criminal and / or civil sanctions. The Minister himself in evidence mentioned dishonesty in this context:

“If they attempt to use a legitimate reason dishonestly, there will be punishment for it.”¹¹⁰

287. However, the test as drafted sets out the potential for a rather lower threshold than dishonesty for criminality and includes behaviour that is simply “reckless”.¹¹¹ The Panel might like to consider matching the threshold of criminal behaviour to dishonesty only.

Recommendations

288. It is recommended that the Panel considers whether criminal sanctions are necessary in the circumstances. If so, no changes need be proposed. There is a range of options for the Panel to consider, which could be used in combination:

Recommendation 31 – That the Draft Law should not enable the creation of any new criminal penalties.

¹⁰⁹ [Transcript-Draft-Residential-Tenancy-\(Jersey\)-Amendment-Law-202-Jersey-Landlords-Association-23-May-2025.pdf](#) page 21.

¹¹⁰ [2025-06-09-Transcript-Public-Hearing-Draft-Residential-Tenancy-\(Jersey\)-Amendment-Law-202-Review-Minister-for-Housing.pdf](#) page 20.

¹¹¹ Article 7.

Recommendation 32 – That the Draft Law should not enable the creation of any new criminal or civil penalties.

Recommendation 33 – That the Draft Law should set out a higher threshold of dishonesty for criminality; whereas “recklessly” is sufficient for a civil penalty only.

Chapter 13. Uninhabitable residences and landlord insurance

Contacting a landlord

Financial and staffing implications

Uninhabitable residences and landlord insurance

289. In Schedule 2 of the Draft Law, there is inserted a new paragraph 5, which sets out that the landlord must, for the total duration of the residential tenancy, insure the residential unit for any risk, loss or damage for which it can reasonably be insured, such as damage caused by fire, storm, flood or subsidence.
290. Building insurance must be comprehensive enough to cover any risk, loss, or damage for which the residential unit can be reasonably insured. Tenants will not be required to have contents insurance. This has caused some concern amongst landlords, but the Report is clear that there is nothing to stop this being a condition of a tenancy agreement.¹¹² The practical result is likely to be that almost all tenancy agreements in the future will contain such a provision.
291. There are corresponding reasons for a landlord to end the tenancy where the tenant's conduct has caused the landlord to breach their insurance policy for the residential unit, namely under Article 6G(2)(j).
292. None of the above is especially controversial. For a landlord to insure a property is best practice in any event (as confirmed by the JLA) and many landlords will say that it will simply be business as usual.
293. New Article 9 sets out what happens if an insurer; the States of Jersey Fire and Rescue Service, or an administration of the States decides that something has caused a residential unit to become uninhabitable. It provides for when a tenant

¹¹² See for example the Report, pages 7 and 17.

is liable to pay for rent in such circumstances, and whether a landlord needs to repay any rent.

294. The intention, as set out in the Report, is that if a residential unit suffers damage and becomes uninhabitable, and this has been assessed to be the case by an officer qualified to make such a determination, then the tenant must vacate the property. Under these circumstances, the tenant will not be required to pay rent, the rationale being that a tenant is not expected to pay for a home that they cannot or should not live in.¹¹³
295. This does potentially mean that there will be an additional burden on the States of Jersey Fire and Rescue Service, or an administration of the States (presumably the housing and nuisance team), when they are called upon to investigate and decides whether something has caused a residential unit to become uninhabitable. This is a point that the Panel might like to pick up in the Financial and staffing implications section below.

Contacting a landlord

296. As the Report sets out¹¹⁴ a tenant may need to report a concern or may need to notify and inform their landlord or managing agent at short notice and receive a timely response. Therefore, amendments have been made to Schedule 1 (what an agreement must specify), namely that a residential tenancy agreement must specify the name of the landlord and managing agent (if any), their business address, and daytime and out-of-hours telephone numbers. The intention is to give tenants the confidence that they have a means of contact, including in an emergency.
297. No specific concerns have been raised about this amendment, which is good practice in any event.

Financial and staffing implications

298. The Report sets out at page 20 an estimate of the financial and staffing implications. A draft Business Case has been prepared which identifies an

¹¹³ The Report, page 17.

¹¹⁴ Page 17.

expected ongoing revenue requirement of £130,000 per annum, principally funding Rent Tribunal member remuneration and administrative support.

299. It is said that there are expected to be some unfunded cost pressures in 2025 relating to administrative set-up costs to enable the Tribunal to become operational prior to the enactment of the Law.
300. However, there is no assessment of any other financial impacts of the Draft Law. For example, there is no assessment of any additional matters above and beyond the Rent Tribunal, which have financial and staffing implications.
301. There are the following additional areas in the Draft Law which are likely to carry financial and staffing implications.
302. Article 6G(2)(n) sets out the need for a police officer or a States' employee to attend a "tenant's illegality or nuisance". There are the costs of training and then the costs of implementing this policy and, for example, attending these incidents as and when they arise.

"The change could lead to an increase in complaints or referrals, as tenants and landlords may perceive a lower threshold for action. The Housing and Nuisance team will need to prioritise more effectively and train officers to assess the seriousness of incidents under the new, criteria which is yet to be determined."¹¹⁵

303. The letter to the Panel from the Minister for the Environment set out the possibility of an increase in complaints or referrals; a tangible risk that the Regulation Directorate may be unable to effectively deliver on the responsibilities envisaged, particularly in relation to these nuisance-related provisions; and resourcing challenges:

"The Directorate acknowledges that the broader definition may lead to increased reporting of nuisance cases. As a result, internal processes will need to be reviewed to ensure effective triage and prioritisation of complaints. There is no indication of any additional staffing at this stage, so efficiency

¹¹⁵ Letter from the Minister for the Environment dated 23rd May 2025 [Letter-MENV-to-EHI-Draft-Residential-Tenancy-Law-Nuisances-23-May-2025_1.pdf](#)

improvements will be key. However, I would reiterate my earlier concerns regarding competing priorities on the team with limited capacity which is a very real risk to effective operational delivery.”¹¹⁶

304. Further, there is the increased burden under Article 9 either on Fire and Rescue or an administration of the States relating to planning and building, environmental health or otherwise. It is not known how much this is going to cost and it is not set out as a financial implication in the Report.

305. In addition, the Judicial Greffier set out the need for an additional member of the Tribunal staff. Other matters set out in the Judicial Greffier’s submission include the fact that if the number of cases exceed the predictions, then it is possible that the tribunal function may have to pause or slow down whilst the level of resource is reevaluated.¹¹⁷

306. In terms of total figures, the Judicial Greffier confirmed that any costs incurred in 2025 would be managed from existing budgets, but that for 2026,

“We are presently applying for a total of £149,189.90 for 2026 and a similar, slightly increased amount for 2027-2029 and going forward. The total budget required includes provision for a staff member. In so far as that part of the budget is concerned, £90,000 is already available in another department. The proposal is that the £90,000 would be transferred from that department to the cabinet office and then to the Judicial Greffe. For 2026, the new budget sought would be £59,189.90.”

307. The Panel has already asked questions of the Minister about costs, but it might want to consider further questions in light of the above, and what the full and final cost of the Draft Law will be.

¹¹⁶ Ibid.

¹¹⁷ Submission from the Judicial Greffe dated the 15th May 2025 [Fax Cover](#)

Recommendations

Recommendation 34 – The Panel might like to seek clarity on the estimated total cost, financial and staffing implications of the Draft Law.

Chapter 14 Note on Jurisdictional Comparisons

308. The challenge of directly comparing different legal jurisdictions cannot be overstated. Indeed it is difficult to say that any are directly comparable. Each jurisdiction has their own background, history and regulatory regime. You are simply not comparing like with like. The more different the jurisdiction, the more difficult the comparison.
309. The private rented sector in Jersey or in England is not directly comparable to that, for example, in France, Germany or even the Netherlands, where many see private renting as the norm and where in the Netherlands regulation is high.¹¹⁸
310. Each country's legislation begins from a different starting point, against a differing background of traditions.
311. This might be especially relevant when considering the tables in Annex IV. These have been produced in order to provide a high level comparison across different jurisdictions. Table 1 is taken from the Draft Law. Table 2 is taken from Annex B of the Explanatory Notes to the Renters Rights Bill. Tables 3 to 7 have been compiled by me, taking a sample of the essential and comparable notice periods and reasons for notice. They are not intended to be complete or comprehensive. They are indicative only.
312. Specifically on the Renters Rights Bill 2024, it should be noted that the Bill has been through its House of Commons stages and has been through second reading (main debate) and committee in the House of Lords, but not yet report stage¹¹⁹. Theoretically therefore much of the Bill could change. With the Government's large majority in the Commons, there is no doubt that the Renters Rights Bill will become law, and it is unlikely that there will be significant changes to the aims and purposes of the Bill. But with report stage still to come in the House of Lords, and then ping pong between the House of Commons and the House of Lords, it

¹¹⁸ As noted by Christine Whitehead and Peter Williams in *Assessing the evidence on Rent Control from an International Perspective*, October 2018.

¹¹⁹ It has just been announced that report stage in the House of Lords will take place on the 1st July 2025.

is possible and even likely that there will be some further amendments. It is therefore very much in draft form only at this stage.

313. Finally, it should be noted that I am a barrister qualified to practice in England and Wales. I do not profess to be an expert for example in German law. The information on the international comparisons are taken from both primary and secondary sources. Primary sources include the national legislation itself, and regulations made thereunder. Secondary sources include commentary from the government websites or equivalent, from the House of Commons library, and for example from the helpful two papers by Whitehead and Williams that I have cited in my bibliography.

15. Summary of recommendations

314. The recommendations are put forward for the Panel to consider and take forward as they see fit. Some of the recommendations are quite technical in nature, whereas others set out a range of potential options for the Panel. Some could be taken forward as amendments, whilst others recommend that further guidance is given, or further information obtained. Noting that some of the recommendations and options point in different directions, each of the recommendations individually can be supported on the evidence. It is clearly a matter for the Panel to determine which recommendations if any are worthy of further consideration.

Recommendation 1 – In relation to initial terms and periodic tenancies, the first option is to propose no changes. The Panel may consider that this was a sensible policy choice from the Minister that enables an appropriate balance between landlords and tenants and allows for a “probationary period” that will be beneficial to tenants and landlords alike.

Recommendation 2 – Alternatively, the Panel may wish to consider whether and how this law could be tightened to “encourage” landlords to offer a periodic tenancy as the norm, rather than a fixed term in the first instance.

Recommendation 3 – In the other direction, the Panel may wish to consider recommending that two fixed terms to be permitted – with the possibility that the first will be shorter, followed by a longer fixed term. This would give additional comfort to landlords, who have expressed concerns about the changes and a preference for fixed term arrangements. It may also assist tenants, with a short probationary period, and an intention that the subsequent term will be longer. It would not change the Minister’s ambition, because initial tenancies are allowed in any event, but it may allow landlords to take greater “risk”,

and therefore find a home for a tenant who may not otherwise have as many options.

Recommendation 4 – Further, the Panel may wish to consider allowing a longer initial term than the proposed 3 years. This would give certainty to landlords and tenants and would support the Minister’s ambition for longer and more stable tenancies, whilst still giving both landlords and tenants flexibility to end a tenancy earlier pursuant to Article 6D. This would seem to support the Minister’s intention for longer tenancies, and is proposed by the Property and Conveyancing sub-committee of the Jersey Law Society amongst others.

Recommendation 5 – Additional Guidance. Guidance was issued in on the 31st March 2025, authored by the Strategic Housing and Regeneration Team, with a specific Q & A for landlords and separately for tenants. The Minister has since committed to provided further guidance¹²⁰ and it is highly likely that early additional guidance on periodic tenancies would assist, in order to reassure landlords and tenants alike as to their choice of tenure.

Recommendation 6 – Clarity on whether and to what extent the parties can contract for different notice periods. The Panel may wish to seek reassurances from the Minister in advance of the debate as to whether it is his intention that both landlords and tenants can make separate provision for notice periods in their tenancy agreements. And if so, whether this is available for the benefit of both landlords and tenants, or simply for tenants.

Recommendation 7 – The Panel may wish to consider whether the notice periods for ending a tenancy should be shorter or longer. As set out above, some tenants have raised concerns about 7 days as a notice period is too short; and some landlords have raised concerns that 1 month from a tenant is too short.

¹²⁰ See for example the Minister’s letter of the 6th June 2025 [Letter-RTL-Minister-s-Response-to-Submissions-6-May-2025.pdf](#) page 5.

Recommendation 8 – An updated Model Tenancy Agreement. The Minister has committed to providing one,¹²¹ but the Panel may wish to consider requesting that an early draft of a Model Tenancy Agreement be provided as soon as possible, in order to provide guidance and reassurance to landlord and tenant alike.

Recommendation 9 – No reason need be given for notice during the initial term. The Panel might consider that no change is required, and that the law as drafted strikes the right balance for the reasons given by the Minister, and that as stated in Article 6A(1)(b) of the Draft Law, a landlord may choose which provision to use to end a tenancy if 2 or more apply.

Recommendation 10 – The Panel might consider proposing that a “no reason” notice be retained for a periodic tenancy, but only with a longer period of notice (compare New Zealand which now once again allows no cause notices, but at over twice the notice length of other specified grounds for notice).

Recommendation 11 – That the table in Article 6F(1) is altered, amending “not allowed” in the initial term to ensure that there is clarity and that landlords do not find themselves open to allegations of committing an offence.

Recommendation 12 – In the other direction, and in order to ensure that a tenancy is not ended early for reasons that are said to be “not allowed”, the Panel might consider that a reason needs to be given by a landlord for ending a tenancy during the initial term. If so, Article 6D would need to be considered.

Recommendation 13 – That the Panel considers listing rent arrears as a specific reason for ending a residential tenancy.

Recommendation 14 – That consideration is given to making more of the reasons mandatory, for example including all or any of: rent

¹²¹ [Letter-RTL-Minister-s-Response-to-Submissions-6-May-2025.pdf](#) page 5.

arrears (if Recommendation 13 is accepted); serious breach of tenancy agreement; tenant's illegality. If so, Article 11(3) would need to be considered.

Recommendation 15 – That consideration be given to whether the Panel would like to adopt the JLA's proposal that where a mandatory ground for eviction exists, a tenant should not have recourse to a stay of eviction.

Recommendation 16 – That the proposal by the Les Vaux Housing Trust be adopted, namely that for a serious nuisance under Article 6G(2)(n) a police officer or a State's employee's attendance is required, but for a repeated nuisance (which is likely to be lower level) it is not.

Recommendation 17 – That the Minister clarify whether it is proposed that there will be a prescribed form for notice, or whether it will be kept informal, such as his suggestion of "an extra line in an email."

Recommendation 18 – The Panel may wish to consider whether the proposed maximum increase in rent of an annual increase in RPI, capped at 5% can be altered by Regulations, but can only go up (for example in times of high inflation as per the reasoning set out in the Report) and not down.

Recommendation 19 – Alternatively, the Panel may wish to consider whether it is desirable for the Minister to have an additional power to raise the maximum percentage by Order. This would give greater speed and flexibility and the possibility of responding quickly to a spike in inflation. Combined with the above, if the Regulation making powers were left unamended, then this would maintain the flexibility as desired by the Minister and keep open the option of reducing the cap if needed in the future.

Recommendation 20 – The Panel should consider what, if anything, to do with the proposed rent cap, whether a higher percentage figure; a lower figure; no cap at all; or no change to the proposal.

Recommendation 21 – The Panel may wish to consider the suggestion of the Magistrate’s Court Greffier, that it may be helpful for the legislation clearly to set out the legal status of Rent Tribunal decisions and that they are enforceable as a civil debt. A similar provision to Article 93 of the Employment (Jersey) Law 2003 (which defines the enforceability of Employment Tribunal awards as civil debts) in the Residential Tenancy legislation would provide greater clarity and facilitate consistent enforcement.

Recommendation 22 – The Panel may wish to consider removing 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.

Recommendation 23 – The Panel may wish to consider removing the Order making power in Article 13B(4)(e) and proposed Article 23(2)(ld), in order that the legal qualifications of the chair and deputy chair remain as set out on the face of the Draft Law.

Recommendation 24 – The Panel may wish to consider that there should be no barriers to entry and a balance of Tribunal members in order to ensure both fairness and confidence in the institution.

Recommendation 25 – that consideration be given to a gateway or filter mechanism to ensure that frivolous or obviously unmeritorious matters are not brought before the Tribunal.

Recommendation 26 – that draft guidelines for the Tribunal be provided to the Panel as soon as possible.

Recommendation 27 – The Panel may consider that the Draft Law could be made clearer by specifically stating that the amount, as well as the fact, (for example) of a finders fee must be provided in a tenancy agreement. As drafted, the level of detail of the information that must be provided under proposed paragraph 12 to Schedule 1 is unclear. The intention is to specify what the fee is, so that both landlord and tenant

know up front their rights and obligations in pounds, shillings and pence.

Recommendation 28 – the Panel may wish to consider whether the remit of the Rent Tribunal needs to be widened to include fees and charges in order to ensure that the rent cap cannot be circumvented by increasing fees and charges on the side.

Recommendation 29 – It is recommended that no changes are made to the transitional provisions.

Recommendation 30 – The Panel may wish to seek clarity from the Minister as to how long the grace period will last before the Government of Jersey begins to enforce Article 4 of the 2011 Law.

Recommendation 31 – That the Draft Law should not enable the creation of any new criminal penalties.

Recommendation 32 – That the Draft Law should not enable the creation of any new criminal or civil penalties.

Recommendation 33 – That the Draft Law should set out a higher threshold of dishonesty for criminality; whereas “recklessly” is sufficient for a civil penalty only.

Recommendation 34 – The Panel might like to seek clarity on the estimated total cost, financial and staffing implications of the Draft Law.

Rt Hon Michael Tomlinson KC

ANNEX I

Summary of tenants' responses to surveys

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Summary of responses to tenant survey – Quantitative data

Out of a number of **242 responses**, 71% of respondents have a 1 or 2 bedroom property. Almost half have a lease of 1 year or less with a striking **47% on a fixed 1-year lease**. Half had no say over the length of their tenancy.

Most people (81%) know what the notice period is if they wish to leave, and most (70%) know the notice period if the landlord wishes them to leave. More than half (58%) think the current arrangements give them enough security. **Just over half (53%) think the changes would be beneficial** to them. **A significant (81%) thought the reasons for ending a tenancy were clear**, and most (60%) thought the reasons were reasonable. The majority of tenants (67%) didn't know their current rights around eviction under the law as it stands, and 58% didn't know their rights if the changes are made.

When considering **the tribunal, unforeseen costs and the potential impact on the tenant / landlord relationship** were two significant potential barriers to using the tribunal. 50% stated that the impact on the tenant's relationships with the landlord would pose a barrier to using the tribunal. **The majority (63%) were not concerned about the tribunal being in public**. Most people (65%) were neutral about the process for appeals, with an fairly even split of 17%:19% of satisfied:dissatisfied about the process.

Q1. What size is the property that you currently rent?	1 bedroom – 79 2 bedroom – 91 3 bedroom – 59 4 bedroom – 7 5 bedroom – 1 Studio - 4	1 bedroom – 33% 2 bedroom – 38% 3 bedroom – 24% 4 bedroom – 3% 5 bedroom – <1% Studio – 2%
Q2. What is the length of the lease on your property?	0-6 months - 2 1 year – 116 2 years – 36 3 years – 31 5-10 years - 17 Rolling/ongoing – 30 No lease/unsure - 13	0-6 months – 1% 1 year – 47% 2 years – 15% 3 years – 13% 5-10 years - 7% Rolling/ongoing – 12% No lease/unsure – 5%
Q3. Did you have a say over the length of your lease?	No - 123 Not Sure - 27 Yes - 91	No – 51% Not Sure – 11% Yes - 38%
Q4. Do you know what your notice period is if you choose to leave?	No – 72 Yes – 172	No – 30% Yes – 70%
Q5. Do you know what your notice period is if your landlord wishes you to leave?	No – 62 Yes - 153	No – 29% Yes – 71%

Q6. In your view, do your current lease arrangements provide you (and your family, if applicable) with sufficient security?	No - 101 Yes - 140	No - 42% Yes - 58%
Q7. Where, if at all, have you seen information about the proposed changes to the Residential Tenancy Law?	From Landlord - 5 Social Media - 569 Jersey media - 115 Foodbank - 3 Not seen - 50	From Landlord - 2% Social Media - 29% Jersey media - 48% Foodbank - 1% Not seen - 21%
Q8. Do you feel that the change to periodic tenancy agreements would benefit you?	Yes - 128 No - 67 Don't Know - 45	Yes - 53% No - 28% Don't Know - 19%
Q9. Are the reasons for ending a tenancy clear to you?	Yes - 186 No - 44	Yes - 81% No - 19%
Q10. In your opinion are the reasons which have been provided reasonable?	Yes - 140 No - 50 Not sure - 42	Yes - 60% No - 22% Not sure - 18%
Q12. Do you know what your rights in relation to eviction are under the current law?	No - 156 Yes - 76	No - 67% Yes - 33%
Q13. Do you know what your rights in relation to eviction would be if the proposed changes are made?	No - 135 Yes - 96	No - 58% Yes - 42%
Q15. In your opinion, would any of the following factors pose a barrier to you using the tribunal?		
Q15.1. Tribunal being held in public	Yes - 93 No - 155	Yes - 38% No - 63%
Q15.2. Length of time the process might take	Yes - 105 No - 143	Yes - 42% No - 58%
Q15.3. Impact on your relationship with landlord	Yes - 124 No - 124	Yes - 50% No - 50%
Q15.4. Any unforeseen costs arising	Yes - 148 No - 100	Yes - 60% No - 40%
Q16. How satisfied are you with this process for appeals?	Very satisfied - 10 Satisfied - 30 Neutral - 149 Dissatisfied - 29 Very Dissatisfied - 13	Very satisfied - 4% Satisfied - 13% Neutral - 65% Dissatisfied - 13% Very Dissatisfied - 6%

Summary of response so far to tenant survey – Qualitative data

Q6. In your view, do your current lease arrangements provide you (and your family, if applicable) with sufficient security? Any comments:

Key Themes:

- **Lease Duration & Stability:** Short-term leases cause uncertainty, making it difficult for tenants to settle or plan for the future. Many want longer lease terms to provide better stability.
- **Rent Increases & Affordability:** Annual rent increases, often without clear justification, are a major concern. Many fear they won't be able to afford future increases, leading to forced moves and financial strain.
- **Notice Periods & Evictions:** Short or unexpected notice periods create stress, particularly when alternative housing is difficult to find. Some suggest landlords should provide compensation when giving short notice.
- **Landlord-Tenant Relationships:** Experiences vary widely—some tenants have good relationships with landlords, while others struggle with neglect, lack of lease renewals, and insecurity in their housing situations.
- **Property Conditions & Repairs:** Many tenants are afraid to request repairs due to fear of eviction. Some landlords fail to maintain properties, leaving tenants in poor living conditions.
- **Legal & Regulatory Protection:** Some tenants believe rental laws do not offer enough security, leaving them vulnerable to unfair rent increases, evictions, and restrictive lease terms.
- **Market Challenges:** Finding suitable rental properties can be especially difficult for families and pet owners, leading to limited choices and rushed decisions under tight notice periods.

Q6. In your view, do your current lease arrangements provide you (and your family, if applicable) with sufficient security? Any comments

Answering No:

1 year lease works for neither landlord nor tenant. How on earth could a tenant with a 1 year lease invest time and further money into improving his property through decoration and minor repair and upkeep. It would make no sense with the total insecurity of eviction threatened towards the end of each 1 year period, particularly when also balanced against a further annual, non-negotiable rent increase for the issue of yet another 1 year lease.
A landlord can give three months' notice at any time without penalty. Conversely, if a tenant gives notice before the end of the contract, they must compensate the landlord for any loss of revenue. In cases where landlords give short or unexpected notice, they should compensate tenants by either sourcing alternative, comparable accommodation or covering the cost difference.
All the cards in landlord's hands as Trump would say
Andium are selling our estate. This puts us in a very vulnerable position financially, mentally, physically and health wise, regardless of the help Andium will give us to move and find somewhere else.
Annual rent increases of any size make me feel very uneasy, I cannot settle knowing my rent will increase every year because my wage doesn't increase every year. I already know that I will not be able to afford my rent as my tenancy comes to an end, forcing me to have to try and find somewhere more affordable and move in 2 years time. This causes me significant mental anguish on a daily basis, knowing I have to go through the stress of moving again, and knowing that I need to try and save up enough for a deposit and moving costs in a time when I don't have spare money to save because my rent, and other living costs, are so high.
As a tenant in the current market it feels very worrying.
As no official current lease, working on details of old lease. I am aware that should the landlord wish me to leave that there could be a considerable amount of time before it went through to the courts.
Been in the property 5 years, and 3+ of those were without lease as the first expired and the landlord failed to issue another. The lack of security occurs when the lease expires.
Finding appropriate alternative properties can be difficult for families and renters with pets. This means you are limited in choice and with short notice periods have to accept a property that is somewhat practical rather than a home you love
Having had a significant change in circumstances where my partner has lost the ability to work due to a disabling condition we are now tied into a contract that we are struggling to pay.
I do have a very good relationship with my Landlord but have no current lease.
I have a one year fixed lease at any landlord can give two months notice at any time.
I have no security since the new landowner. I was told I would be here for life but as soon as [REDACTED] inherited, he said he wanted us all out so he could build. I have had two cancers through sleepless nights, dreading losing the home I built. It is still going on 20 years later.
I know my land person and she wouldn't sell the house I live in but I'd be worried if I didn't as she could sell up at any point and give me 1 month to move

I would say yes if there would be sufficient notice.
I've actually left my property and the island this week and the entire renting a property on jersey was really horrific. There are no real tenant rights and it was so worrying. I worked for Government and was relocated and even then I ended up with an unfavourable situation. I can only imagine what happens to others. Any issues with the flat (on day 1 of relocating to jersey and entering my flat I was faced with an entire damp wall that I was told had been fixed and had to wait over 7 months for it to be fixed, with black mould growing exponentially all over it and the roof), I had to speak to my landlord as if he was doing me a favour in fixing issues, bite my tongue when told he would rather speak to my male partner and deal with a really unclear way of vacating my property at the end when I was faced with a cleaning bill that was not agreed and told to pay it within 2 weeks, only then would I get my deposit back.
If I give the correct notice and leave the property I am liable for the rent until a new tenant is found or the one year lease ends. This applies in any circumstances. There should be certain conditions such as losing status or employment etc. where this cannot apply.
If my landlord evicts me I have two weeks to leave (legally), find another leasehold, get removals in place, all whilst managing chronic illness, a full time job, pets and a husband.
If you fall out with the Landlord or the Landlord has a sudden change of plan you are stuffed.
In the last 2 months of our term the landlord is allowed to invite inside prospective tenants / purchasers into our home with only 24 hours notice. I do not enjoy the thought of needing to walk on eggshells for two months without knowing if we will be outstayed or if we will be able to renew our lease.
It's not so much the duration of the lease but the entrenched opinion (from my experience) that a landlord is doing me a favour by housing me, any issues I have are a burden and I should be grateful. This has put me in a situation where I am too fearful of asking for things that have taken a long time to fix (such as a mouldy wall) to be fixed.
No, while our current landlord has been supportive in the past, we believe the law should provide more certainty and protection for tenants. For example, having clear rules around rent increases and tenancy security would help renters feel more confident in their long-term housing situation
Our landlord does not maintain the structure of the property neither have they responded to requests to service the boiler and check the electrics, with which we have had problems since moving on in 2017. We do not complain as we worry we will be asked to leave.

Leases in Jersey are rarely safe, unless you happen to have a good landlord. It's a feudal system, really: if your landlord is a decent person, you can rent in relative comfort and peace of mind that the property will be alright, repairs will be dealt with swiftly, rent increases are fair and notice periods / treatment of deposits etc. will be fine.

However, I also have the advantage of being a lawyer, fluent in English and in a financial position to fight back or walk away if I experience something I dislike. Many islanders are not so fortunate or equipped.

I come originally from Germany, where renting is very normal and obligations on landlords regarding rent increases, notices, repairs, evictions etc are rather strict. Housing is seen as a public good, not so much a cashcow for private landlords to milk other people for rent. When I moved to the UK / Jersey many years ago, it was a bit of a shock to the system how precarious renting is over here and how landlords can rent out nearly derelict mouldy homes with impunity and simply evict tenants if they protest. If you have a good landlord, you are lucky - but security of a home should not depend predominantly on whether your landlord is a decent person.

More security in leasing and clarification

My lease is up for renewal on an annual basis. We have experienced awful plumbing issues here along with many other things but nothing has been done to fix it. I'm too scared to push these points in case the landlord chooses not to renew our lease when it's up for renewal.

My partner owns property if any thing was to happen to him I would most likely have to leave.

My property doesn't feel like a home and I feel like I can't ask for basic repairs because my landlord can ask me to leave for no reason.

No because the landlord frequently changes expectations

No information provided.

No negotiation was entertained, lease very restrictive. At the time I was (essentially) told to take it or leave it - the effect of not doing so was rooflessness. No opportunity to read/understand lease terms beforehand - expected to sign 'blind' - was told this was 'standard'.

No, the lease was non-negotiable. The lack of decent choice of alternative accommodation is also a worry as you fear ending up in poorer quality accommodation. Also the landlord owns several blocks of apartments, and refurbished when a tenant leaves, unfortunately those that remain do not get refurbished accommodation or get offered the opportunity to move into the refurbished unit, obviously at an increased rent.

It's expensive and the bills are always increasing

Landlord is quite nice but very clear he is in charge

Our property is managed through an estate agent, and they are EXTREMELY slow in responding to anything - including issuing new tenancy agreements each year.

Refused longer lease beyond 2 year. Agent have lawyers righting in automatic cost of living increase annually and then increase rental at end of lease if want to take new lease..regardless if employers not getting cost of living increase in wages. Accept or leave.

Rolling isn't a sure thing

The contract says one month's notice but theoretically that could be less if he wants to sell at short notice. I have to sign a contract every year but never sure whether he will want to give me another year.
The houses are very expensive.
The landlord can give 1 months notice and then I must leave, hardly anytime to find a new flat
The power in Jersey is disproportionately with landlords (in comparison with the UK). We have already had to move twice in our first year here due to landlords asking for huge (20%+) rent rises. We then had difficulties getting our bonds back, even though there were no deductions, and this made it harder for us to find a new deposit for our next place. There are good landlords here, but you need to legislate in favour of tenants to keep the bad and indifferent ones in order. And I speak as a landlord for a property in the UK.
There is no break clause therefore if I wish to leave I'm liable for the rent and need to find someone to take over the lease.
There is nothing in my lease that covers how rental increases are calculated, when they're applied & with how much notice. Also nothing in my lease covering ending it either at term or earlier than agreed.
They can put the rent up at the end of the lease, despite there being no mortgage and no maintenance services done to the apartment. When the lease is up for renewal, we dread them putting the rent up for no other reason than pure greed.
To be honest it never will be enough if you need a forever home but can't afford to own. There should be a law that protects tenants that have been in the same rented accommodation for over 10 years.
Ungrounded annual rent rises
We are locked in a lease over the lease term and if we need to leave before lease expiry due to important developments, we will be at the mercy of the landlord
We are too scared to complain about damp for fear of being asked to leave.
We have been here 7 years and have to leave next September. Our landlady luckily enough extended from this year to next Just as well as we haven't found anything and had been looking for the past year.
We have struggled to afford our rent in the private sector. When we applied to get onto the Gateway scheme, we received this response. how can anyone give less than a week's notice?? Thank you for your email. Please bae advised as your current lease does not expire until April 2025 and you have to give 3 months' notice your application will remain cancelled. This is due to the fact that if you were offered a property, you would be expected to move in within 7 days and you are not in the position to do this. Therefore should your circumstances changes in the future you will have to re-apply to the Gateway. Kind regards [REDACTED] Housing Gateway Advisor Housing Advisory Service
We live in a property with black mould and Andium not being proactive on trying to rectify this which is concerning for me and my family
We worry about this but we can't afford anything else
Whilst it is clearly set out in my contract re. notice period etc which gives me a certain level of security, it is almost impossible to put money away for another deposit in a 3 month notice period whilst simultaneously paying rent due to the incredibly high monthly cost.

With the costly private rental prices it is already difficult to afford rent and in my circumstance I am paying according to property management a very reasonable rent but it is already over 50% of the take home pay. Not knowing how much my rent will increase and when is a worry as it is already hard to get by.

Answering Yes:

A decent landlord and we reciprocate that relationship, however we are aware that his previous tenancies have not been amicable and the landlord gave a lot of notice not to renew the lease.

As much security as renting provides anyway. There is always a worry at the back of my head that things could change with very little notice and we could end up in a situation where we need to find somewhere new quickly and end up paying significantly more, adding to the financial strain.

Because we aren't intending to stay in Jersey.

But I would like a much longer lease as I am now in my second round of 3 years, something that could give me some peace of mind. As every few years I have to start the whole process with all the stress and anxiety that comes with it.

Currently I am in a very fortunate position to have a lovely landlord who is understanding and happy to discuss extending the lease once the term is up. I have not been so lucky with previous landlords.

Good landlord

I am extremely lucky that I was offered a tenancy agreement that provides for notice periods that go above and beyond the minimums set out in the current Residential Tenancy Law. But that is just because my landlord wanted to offer it. If he had just stuck to the RTL standards, I would not feel as though I had sufficient security.

I am with Andium

I would say generally yes, but only because the landlord gave us a 2-year lease which at least gives us 2 years guaranteed housing, though it would have been nice to negotiate different options. However, my landlord is quite reasonable in that they are happy to extend the lease on a rolling basis.

I'm lucky to have found a good landlord. It's still not as secure as having our own property because, under current conditions, when the lease is up, we might have to leave even if we have nowhere else suitable, depending on the landlord's wishes

It suits me fine

It would rid for me I'm not tied in too long

My Landlord hasn't put the rent up during my two year lease which ends in December.

My landlord is a very generous and extremely reasonable when it comes to considering his tenants circumstances. He only increases the rent by £25 per year and not RPI and he pays the occupier parish rates and water charges.

Our current landlord prefers long lets as do we.

The accommodation is provided by a family relative.

they do currently but i've had experience where we were asked to leave after we'd just completely redecorated a flat and after 7 years were suddenly given notice

This is only because my landlord is reasonable, experienced and I am savvy and literate with legislation, as I am a landlord in the UK. Other landlords, specifically those who have inherited properties and do not have the competence or experience to let property to a professional standard, are the problem.
Undisclosed charges/ terms of ending lease early
Until lease renewal, I would rather sign a longer term lease and know I don't have to move every 3 years as I have previously with landlords selling on properties at market peaks
Why do we have to leave after two years? I haven't been told to leave yet but many landlords end your tenancy without a valid reason saying they don't have to give a reason for ending a tenancy.
Yes as it is a 3 year renewable lease that fits us and our landlord perfectly
Yes, because I was only looking for a 1 year term.
Yes, but it would be nice to have more security.
Yes, but only because my landlord has voluntarily agreed to an excellent lease. I am extremely lucky, because it was just chance that I have a good landlord. The standards in the current law are of no use to me.
Yes. It is not for the government to insert itself into private contracts.

Q8. Do you feel that the change to periodic tenancy agreements would benefit you? Please provide the reason

Key themes:

- **Greater Security:** Many tenants feel that periodic tenancies would provide a stronger sense of stability and prevent sudden evictions without valid reasons. They appreciate the idea of landlords needing to justify ending a tenancy.
- **Flexibility:** Some see benefits in being able to move when their circumstances change without being tied to long contracts.
- **Concerns About Landlord Practices:** Several tenants worry that landlords might exploit loopholes, such as falsely claiming they plan to sell a property to remove tenants and then re-renting at higher rates.
- **Impact on Rental Market:** Some fear that tighter regulations could discourage landlords from renting out properties, potentially reducing availability and driving up costs.
- **Notice Periods:** Tenants stress the importance of reasonable notice periods to allow time to find alternative accommodation, with concerns about short timeframes making relocation difficult.
- **Tenant Protections & Fairness:** Many believe current laws leave renters vulnerable, with suggestions for clearer regulations, limits on rent hikes, and fairer deposit return processes.

Q8. Do you feel that the change to periodic tenancy agreements would benefit you? Please provide the reason

Don't know	Not sure if it would affect me but I think landlords needs to be held accountable for not supplying homes with the safe conditions to tenants as their negligence could cause further health issues to tenants wellbeing
Don't know	I'm in a Jersey Trust run by Maillards not sure if it applies
Don't know	No sure of the impact.
Don't know	I'm not sure I fully understand what it means. Is it similar to an open ended contract, or a rolling monthly one? I think it depends on the notice period, especially from the landlords end. There needs to be sufficient time for families to find new, appropriate and affordable accommodation in what is a difficult market. A month to find a property, raise the deposit, agree the lease and arrange a move while working full time is tough. There's a risk you end up in a place which costs more for less, adding to the already high financial burden renting puts you under.
Don't know	I've had a continuous lease for the last 8 years and know that should I need to leave my property at any point in the future I only have to give my landlord a months notice. This suits me perfectly.
Don't know	I believe I am lucky with my Landlord and have no plans to vacate the property for the foreseeable future as long as this is ok with the Landlord
Don't know	If a landlord's reason for terminating a tenancy is deemed unreasonable, the consequences for the landlord can vary depending - if a termination is found to be unjustified, the landlord might face a fine or being struck off a rental registry. But how does this directly benefit the tenant who is still required to vacate the property? It's time to consider tenant compensation. If a tenancy agreement is unreasonably terminated, tenants should be entitled to financial compensation for the inconvenience and costs associated with finding new accommodation. This compensation can help cover moving expenses, the difference in rent if the new place is more expensive, or other related costs.
Don't know	We have been in our current rental for 9 years now under a 1 year renewing lease and the rental increase over this period has always been kept low each year. We have not had any issues with the landlord at all during our rental, they have always been on hand to fix problems and answer questions quickly. We are not sure the new proposal is of any extra benefit to us as the landlord has always kept us informed of any planned changes or upkeep of the house well in advance of work starting. They explained at the start of the lease in 2016 that they have 2 children who may want to live in the property in time and that is why they have a 1 year lease, they have always given us notice and reasons for doing anything that effects our living in the house.
Don't know	Not sure why Mr Mezec is carrying on with this, we will run out of private landlords at this rate! Not Andiums job to house everyone either, although that seems to be what he really wants once the private landlords are squeezed away.
Don't know	It's sounds better. I like that a landlord will have to give a reason. But I don't understand how an open ended lease can be changed to a periodic one or why you would need an initial fixed term contract.
Don't know	It depends on my circumstances at that time.

Don't know	As stated, my situation is unique in that I am comfortable with the law and my rights, and my landlord is a professional. I am also a landlord and know how to treat good quality tenants well and maintain my properties to high standards. Other tenants, who rely on employment in Jersey to remit money abroad and are therefore anxious about exercising their rights and standing up to incompetent landlords, are not so lucky. There is a significant sector of the landlord class in Jersey who are not able to let property and are totally out of their depth. They have no real-world nous, experience or competence and have simply inherited property. They do not know what to do with it or how to maintain it.
Don't know	i NEED MORE INFORMATION
Don't know	Some tenants may prefer short terms others maybe longer term. I suspect landlords will be asking for much bigger deposits from new tenants and much more in depth background checks to offset their higher risk of possibly having to remove an unwanted tenant. How do you prove that the reason given by a landlord to give you notice is right and proper?
Don't know	If i find other accommodation elsewhere how long I have to notify the landlord that I have at the moment? Why in certain places in jersey the tenancy who have to pay electrician and plumber once a year to see if everything is okay, shouldn't that be the responsibility of the Landlord? At the beginning of the contract I paid £1100 deposit and never received confirmation that it was deposited in my name. Why the Landlord is not mandatory to prove to the tenancy that the deposit money is deposited?
Don't know	Don't fully understand. But I'm in a two year deal (rent set for two years) when the two years is up, I would look to either re negotiate a further year fixed term or want to go into month by month rolling so I have the option to leave if that's what I want. Accepting the landlord may also serve me notice as I've not signed into another contract but gives me flexibility or the option to sign up for another year and fix me rent
Don't know	At the moment my lease is from a family member. I'm assuming the change to periodic tenancy agreements would have limited impact in my case, as I am just renting on a rolling basis. However, I can see that the landlords needing a reason to end the tenancy would definitely be beneficial to a lot of renters, and will stop evictions where there is no appropriate reason to do so. Although, I query whether greater renter rights may force more landlords out of the market and thus increase rents in the market due to lack of competition.
Don't know	We are currently in Social Housing renting a 3 bedrooomed house. Our rent is usually increased every two years by approximately £20 - £30 per month. Our last rental increase rose by £150 per month which makes it increasingly difficult to budget. My family are not in receipt of any income support but do not earn a substantial salary. We appear to be just above the threshold.
Don't know	Even though periodic rent can be useful for tenants that maybe got a job and then need to leave it can also be a problem when the landlord wants you to leave without you been able to get a new lease within the time

Don't know	Firstly, it has to be explained what a periodic tenancy is before giving an answer to the question.
No	I am very happy with my landlord and my housing arrangements and do not wish for any changes - the changes are not needed
No	Who is going to police the reason given and what will the penalties be? If all they need to do is give a reason, then nothing changes. For example, if landlords can just put 'planning to sell property' in order to get tenants out and then rent it out at a higher rate to someone else what will happen? If anything does, it won't happen quickly and meanwhile a tenant is out and struggling to find somewhere else, get their bond back etc etc.
No	Currently on a periodic tenancy agreement, know what I am entitled to under the current law and will not seek any tenancy offering less.
No	Have had fixed term lease agreements and even when the landlord is amenable to a revised termination date of the agreement, the landlord still finds a way to withhold partial or all of the deposit (as they have a say with my deposits release), which becomes a lengthy process.
No	It might put landlords off renting out their property. There are some really awful tenants out there, I have been next to some of them and often you only realise after a few years, this will put landlords off. Safer to just sell than rent out
No	Agent will write in clauses creating cost to tenant to bring any adjudication or rental price ombudsman and will not take into account additional maintenance cost or enhancement to rental property which increase value on open market eg, gardening maintenance, landscaping and just write in clauses so 'lawful' to remove you following any value enhancement made by existing tenant in creating fit for purpose family home. Was advised by citizen advice if agents lease is non negotiable on its terms, by signing it they have right to enforce any clauses they want in it with no discretion. you can be priced out a property you invested in to benefit of agent marketing to a prospective tenant who can afford enhanced property.
No	Everytime you do something you drive up the price of rent and narrow the market
No	The landlord will make up a reason to end the tenancy . This law will make zero difference to tenants but might make landlords less helpful
No	Nothing ever changes. Too many States members have a vested interest in things remaining heavily in favour of landlords.
No	As long as I have notice I don't need to know the reason the landlord wants to end the tenancy
No	Landlord has indicated he would rather leave the place empty than have to put up with the ever increasing regulations. He has only let to me as a family friend who was in need following Storm Ciaran. There doesn't seem to be much reciprocity in the proposed arrangements between landlord and tenant. Why would landlords accept the ever decreasing margins compared to having money invested?
No	Landlords should be free to run their business in a way that encourages landlords to rent their properties.
No	I have a respectful relationship with my landlord and that works both ways. xv Increasing and hardening the legislation will in my view make a tenant landlord relationship rigid and less diplomatic, resulting in full RPI increases and resorting to the legislation. The rental property was their

	family home rather than an investment. What documented evidence of all landlords does Deputy Sam Mezec have to support the rationale of imposing the proposed legislation to all landlords or is it targeted at a minority of landlords whose behaviours are disputed.
No	Because I currently have a long term lease
No	Our current rental contract was for 2 yrs & renewed again for another 2 yrs. we have 3 month notice period (for both parties) This suits us very well.
No	I sign a lease agreement with my landlord and we are both clear of our respective obligations.
No	My tenancy agreement is already periodic and has no fixed end date. I am happy with the notice period and do not expect my landlord to give me a reason for ending our contract. I have a good relationship with my landlord and trust that he will be fair.
No	All my landlord and property agent cares about is that I pay the rent
No	Don't think there is any need for change, don't agree that there is an issue right now. Most people have a good relationship with their landlords and I certainly do and I think it's all clear.
No	I have always been treated well by my landlord. Any problems quickly resolved.
No	I consider my landlord to be a good landlord and would not like to see them stop renting the house.
No	They will do what they want to do
No	I have no negative experience and new rules will discourage landlords and reduce availability as a result. That will inevitably increase prices of rented properties in a long term.
No	I don't believe that my landlord will wish to be restricted as to their property by the proposed legislation. After all the property was their original home rather than an investment. Why would they wish to have restrictions imposed on them, especially where they have a difficult tenant who behaves borderline within the legislation. I think landlords will sell up and the number and choice of rental properties reduce.
No	I don't agree with controlling the contract between the property owner and the tenant, we all should be entitled to do with our property what we want, I don't agree with the rents increase on a approximately 2.5 % every year
No	Again I don't see the issue of duration as being more beneficial one way or another. The issues I have experienced are with quality of living that landlords are happy to impose on tenants, any questions are met with "there's always someone else who will take on thr property"
No	I prefer to have the security of knowing in advance, how long the lease is for and feel it is between the tenant and Landlord to discuss the length of lease, without outside laws dictating the agreement.
No	My landlord is reasonable and always discusses rental increases and terms with me upon the renewal of my lease which has been in place for approximately 30 years. The legislation is excessive and is aimed at unscrupulous landlords. Typical using a sledgehammer to crack a nut and win votes at a forthcoming election.

No	I am happy with a 3 year renewable lease as this gives me security for a fixed period
No	neighbours would be difficult to remove if they are not a good for the community if this was established. landlord takes into consideration tenants views regarding neighbours, if neighbours are unwilling to change behaviour our landlord would consider termination of their tenancy
No	I would prefer to have an option of a renewed fixed term lease, without a break clause and a clear end date
No	Arrangements are fine as they are
No	because landlord happy to review yearly.
No	Landlord is really good and understanding. They never raised the rents until all the new rules came in increasing costs - landlord registration etc
No	Giving a reason wouldn't change my situation or landlord's decision so what's the point?
No	I am happy with my rental contract - I don't think it's necessary to be changing the existing laws.
Yes	This would allow us to move to a property that costs less that we would be able to afford due to our change in circumstances
Yes	It would facilitate an increased feeling of security and enable you (and your family) to settle into a *home* not just a temporary property. This could promote a sense of responsibility from the tenant towards the property and hopefully encourage landlords to maintain their properties well to keep good tenants with them for longer
Yes	Our landlord here is OK, but it would help us if we ever moved on.
Yes	Even though I currently have a generous notice period, it can still be issued for no reason. The new provisions would mean notice could not be issued to me unless there was a reason. This would empower me to challenge notice being issued if ever circumstances arose where it was necessary.
Yes	It sounds like landlords will need to have a good reason to kick people out
Yes	More secure.
Yes	Clear notice periods and it being written into law would be good for both landlords and tenants. All can be well informed prior into entering an agreement
Yes	It's a good idea for the landlord to have to give a reason for ending the tenancy. However I think landlords would just use a standard 'reason' that they can get away with, even if it's not the truth. For example, the 'reason' could be that they want to sell the property - but really they just want to change tenant.
Yes	Security of tenure
Yes	More security
Yes	The requirement for landlords to have a reason to end a tenancy would make me feel more secure. It might start to make my property feel like a home.
Yes	Giving me time would be a boon, allowing me to manage a stressful time in my life, my conditions and liase with the the relevant parties, even if it took a few days I would be doing so from a solid position and not shaky ground.
Yes	When renting it is externally expensive to move you want to stay for as long as you can and try and make a place feel like it's your home. In relation to the tenancies if a Landloard can increase rent there should also be decrease in line with condition of the property and the index

Yes	Tenants need protection because at the moment they are naked.
Yes	Please see answer on previous page
Yes	Yes, the change to periodic tenancy agreements would benefit me. Having a tenancy agreement with no fixed end date and the added security of knowing that a landlord must provide a reason for ending a tenancy would provide more stability for my family. This would offer greater peace of mind compared to the current system, where there is less clarity and no obligation for landlords to give a reason.
Yes	More security.
Yes	Marginal difference.
Yes	Current laws have been a factor for me having to move house 6 times over the past decade. Increasing security for tenants so they may actually feel settled in their rented accommodation can only be a good thing.
Yes	This is consistent with my rental experience in the UK where it always felt safe
Yes	At the moment the landlord can do what he likes and our fear is that he will (our neighbours say he has done this before). We would move if we could but cannot afford to
Yes	I'd feel more secure with a rolling periodic tenancy. My lease is currently up for annual renewal with annual increases, so I feel if I complain about issues that haven't been sorted they can choose not to renew. I have an annual inspection on renewal to ensure I'm keeping the property in a good state but there's no equal inspection to check the landlord is keeping up their side of the agreement. I also feel stuck currently as I see other properties to rent that would be cheaper, still convenient for my child's school, and hopefully have less issues -but they go to market months after or before renewal and I know I'd have to find another tenant to take over the remainder of my contract to move, which I couldn't do in good conscience due to the issues.
Yes	It would provide us with some desperately needed security. It's a horrible way to live... knowing you can be turfed out your home with three months notice and nowhere to go.
Yes	Firstly a longer or shorter period of notice clause should be incorporated into all leases as in many circumstances in a move situation, one views a vacant property and if they are not able to move immediately or within a month they lose that property as they cannot afford to pay two rents at the same time whilst they live out the notice period. Landlords won't wait 2 or 3 months for one to give notice and move in, they want rent now and there is many willing and able to move immediately so many miss out on a move and become stuck with a long notice period whilst all the available property they could rent is gone forcing them into substandard new accommodation and the process starts again. There MUST be a new measure in place whereby if a landlord gives the tenant 3 months' notice one day and the next day that tenant is able to find a new place which is vacant, then the tenant should be able to sever the existing lease and move, only being required to pay for the month that they move. The abundance of tenants seeking property won't leave any landlord untenanted, so it

	works both ways. That said, if a tenant is given notice for non payment of rent, disruptive behaviour or other then the landlord should have the right to sever the tenants lease immediately requiring them to move out within 30 days. Tenant cannot have all the rights, a landlord must remain in charge of his own property at all times without the interference of housing or other as long as the notice period has been followed. If the tenant does not move within the 30 days, the landlord should have the right to issue a removal notice within 7 days advising that the locks will be changed leaving the landlord to reclaim their property. Tenant should not have the right to cause trouble for or flout their own lease terms gaining an upper hand over a landlord. It is not the problem of the landlord if the tenant then has nowhere else to go as they have followed the notice period and abided by the lease terms. A tenants' current status of being able to hold a landlord to ransom through refusal to move costing them money for eviction etc, must be turned to the tenant to pay all costs. This will then ensure tenants abide by lease terms and notice periods. If a tenant is smashing up a flat and causing multiple disturbances, refusing to pay rent and won't move, it should not be the landlords responsibility to pay costs to get the tenant out - that must be put on the tenant himself who refuses.
Yes	Better for all tenants too many people losing homes either through short lease, not enough notice, and major rent hikes.
Yes	I wouldn't have to keep trying myself into a lease and would have more freedom to move
Yes	It's been difficult in the past to leave before a contract is over without being charged the rent until the end of the lease .
Yes	It feels like every time for renewal is just a chance for the landlord to look to hike prices, it would be better to have long term certainty and even if an inflationary increase was built in that would be preferable. Earlier this year the landlord looked to increase rent by £100pcm on a £1250pcm rent. I have been in the property over three years and in that time there has been no interior improvements or upgrades made and when I flagged some potential interior improvements was told there was no need for replacement/improvement. I fought hard and managed to not have an increase, but it doesn't seem fair that that sort of situation can even arise.
Yes	Landlords would no longer kick you out when they wish and without a reason
Yes	It would give us greater security and avoid any upheavals and additional costs if our lease were summarily ended or not renewed
Yes	Periodic tenancies are better for tenants as landlords need to give 3 months notice , fixed tenancies they can give a month's notice which is too short
Yes	It would be good to have security of a minimum period before tenancy ends to ensure new accomodation can be accessed particularly for families.
Yes	Previously we had to sign up for 2 or 5 years which is impossible in Jersey prices if one of you struggles to get a job. -which is rife among highly qualified spouses of licensed workers. You end up packing veg in shifts despite years of admin or management experience so you can't afford the rent and need to move. We were lucky as son had advised to get an early break clause. Saved £1200 a month by moving house when market was lower. But we won't be staying in Jersey.

Yes	Anything is better and potentially more secure than 12 months and then back to renewal in the same methodology as applied to a brand new tenancy.
Yes	Protection of the rights of tenants in Jersey are significantly behind compared to the UK or other developed economies. It seems like the rules in Jersey and general market practice are still stuck in 19th century. Significant reforms must be implemented swiftly and are long overdue.
Yes	I think it would benefit any tenant to have reasonable notice period and being given reasons for evictions / terminations. It's standard in most EU/EEA countries, even in Japan or Singapore. I'm supportive of the proposed change.
Yes	My landlord has a non mortgaged BTL property so their situation is different in that the changes will not affect them or I however those landlords with a BTL property which is mortgaged may struggled with the Lenders rules around rental contracts so this should be check before any law change.
Yes	It would give me more security that my landlord would need reason to end my tenancy
Yes	It would make me feel more secure and feel like i have more rights as a tenant
Yes	I wouldn't need to chase the estate agent for new tenancy agreements each year
Yes	Yes because at the moment i do not feel secure at all. i feel they just want the rent but not to do any repairs to the property. shocking really.
Yes	the rent increases in social housing is far too expensive, no wonder most people are being supported by income support. If rent was evaluated by your income it would save the taxpayers money plus not cause so much stress to those living in these properties. Taking into consideration;- those in social housing are, and should be low earners although I'm aware of many a business person being allowed to continue living in these properties when in reality they own properties in different countries.
Yes	Fixed term tenancies can be beneficial in providing a sense of security for a fixed period, but have significant issues: - they are highly restrictive where circumstances change in that landlords are not always interested in breaking a lease should the need arise - it provides a fixed point in time that forces a tenancy review where significant changes can be made that could have a large financial effect or result in moving home. Having had an open lease for many years, the lack of an end date meant reduced interaction with the landlord in that case and a better sense of security.
Yes	as a working parent would give more stability in knowing that we don't have to find new place to live every time the tenancy agreement is up
Yes	There should be clear rent reviews policy
Yes	I have experienced been giving no notice as to why our agreement was ending . Which was terrible as were given the impression that we could stay for as long as we wanted. Due to this we spent a lot of money on the property only to be thrown out with no reason given.
Yes	However 3 months is not much time to find another suitable property. Took us over a year to find somewhere last time. Most properties seen on

	places,je are not actually available; estate agents leave them looking available so as to look like they have a good stock and their business is good. They should be forced to remove properties as soon as they are taken.
Yes	Like with employment - you shouldn't need to re-apply to work (live) somewhere.
Yes	The likelihood of loosing my home with no reason given fills me with dread, this would help to prevent that.
Yes	Offer flexibility especially when there are important developments
Yes	I should be given a reason if my tenancy is going to end
Yes	Andium refuse perpetual leases, yet I've had them in the private sector (pre-Andium) and they were less stressful. Some proprietors seem to use renewals of periodic leases as a mechanism to pressure tenants to accept whatever terms, else leave in a couple of weeks (Verona Flats) so, more notice to properly consider terms of renewal (eg 3 months) would help.
Yes	I have never felt secure since moving to Jersey despite being an essential worker, because there have been a few occassions where the rug has been pulled out under me and I've had to scramble for housing under different circumstances. I am not yet at 10 year mark, so I have no say in my housing.
Yes	I would say yes apart from complaining if the rent goes up.whats to stop the landlord/land lady kicking you out, and using some excuse.
Yes	Having both a reason needed and that reason stated would bring a lot of clarity, and also security in knowing that I cannot be evicted without a reason. A periodic tenancy also sounds much more flexible, and a minimum notice period of 3 months is greatly reassuring in that if we are no longer able to continue staying at our current place, we have plenty of time to find alternative accommodation and get everything sorted.
Yes	Absolutely, I am Jersey born and work hard but have been unable to afford to buy a property. It is crazy that I have to go through the worry and stress as well as the cost of moving when a lease runs out or a landlord changes their mind. At the moment I am very fortunate to have a very understanding landlady with whom I have excellent communication, but even so I am left with the constant concern that this is ultimately only for 3 years.
Yes	At least this way I'd feel a bigt more secure
Yes	I rented a property that wanted us to leave after a month as they wanted to sell
Yes	The property you live in is your home even if its rented and no one should have the right to suddenly say one must leave without any valid reasons. It's not easy to just find a new place as rent is not always affordable. Enough time should be given to tenants to find a suitable, affordable property as everything is too expensive in Jersey
Yes	Good to constantly review and not get trapped in a lease
Yes	More security and certainty
Yes	Can't be any worse
Yes	It would mean we can hopefully stay where we are with the kids and make a home for ourselves
Yes	I had to take a one year fixed term, which is fine but after that I think they want another one year fixed term. I would like flexibility as I may want to buy or leave the island. If I want to break a fixed term the fees are 7.5% of

	annual rent to agent + pay rent until new tenant moves in. But my landlord can give 2 months notice at any point, even if I am the perfect tenant
Yes	I've moved 23 times in 20 years since living in Jersey, 5 times with a child under 8 to allow me to live within my means, as rent increases are higher than pay rises annually, so you're constantly having to move. For a young child, this can be unsettling, impact school catchments and cost money to facilitate the move. If the lease was on going, you could settle and treat the house more like your own and know you'll be there long enough to enjoy it.
Yes	It may help if it's enforced. The process for determining what is a valid reason from a landlord also needs a huge amount of work.
Yes	More security for our family
Yes	To put twice, the owners terminated the contract stating that the property was going to be sold. In one of the cases, I was only given a week to vacate the property, but since I worked at the company, I accepted the conditions out of fear of reprisals.
Yes	The cost of living is already difficult. If the landlord increases the rent whenever he wants, it's not easy to live.

Q11. Please provide any other comments you may have on the reasons for a landlord ending a tenancy.

Key themes:

- **Fairness and Balance:** Many tenants feel that the proposed reasons favour landlords too heavily and do not sufficiently protect tenants. Some suggested that reasons for eviction should also include protections for tenants when landlords fail to meet their obligations.
- **Notice Period Concerns:** The 7-day notice period in certain circumstances, such as job loss or visa expiration, is widely viewed as too short. Several respondents feel that a longer timeframe (e.g., a month) would be more reasonable.
- **Potential for Abuse:** Some worry that landlords may falsely claim breaches to evict tenants unfairly or exploit loopholes (e.g., pretending to renovate or house a family member but then re-renting for profit). Tenants ask how such cases will be monitored or prevented.
- **Impact on Rental Market:** Some believe that limiting landlords' ability to manage their properties could discourage renting altogether, reducing the availability of properties and driving up rent prices.
- **Alternative Solutions:** Suggestions included requiring landlords to provide evidence for eviction claims, ensuring tenants have legal recourse, and allowing negotiations for longer notice periods in difficult circumstances.
- **Social Considerations:** Several responses mention the difficulty of finding alternative housing within short timeframes, particularly in high-demand areas. Some raise concerns about tenant well-being, mental health impacts, and financial strain due to sudden evictions.

Q11. Please provide any other comments you may have on the reasons for a landlord ending a tenancy.

7 days for ending of employment is tight, this could be made longer, perhaps a month
7 days is very short and could make people homeless. Does the notice become invalid if the breach is rectified?
Again the legislation has been created to levitate the landlords worrie and not to care for the tenants
Agent decision not to give longer lease than 2 years. One renewal year gave only one year..new proposal will give agents power to only give tenancies for a year so shorter to maximise rental potential and not protect renters stability for long term tenancy and put them at mercy of higher rental increases outside cost of living clause, and offering property to highest offer on rental.do not believe cost of living clause should be law as employment laws do not require employers to give cost of living increases to salary which is pricing out renters from existing properties, no banding in place for types of property so unregulated rental market set by agents and their lawyers. Lots people already leaving island due to mismatch in increased housing costs to salary rises eroding disposable income after housing with dependent/s (children or non earning) with increased mental health/rental stress and no income to support economy in other ways (other businesses relying on customers who can no longer afford to eg. Go out to cafes, bars, charity events, cinemas, gym, activities and sports).
Agree to all except 'tenant has caused a repeated nuisance' being 7 days notice. I would hope that this couldn't be taken advantage of that a tenant, say, could be practising a musical instrument or their child making the various nuisance noises that children make. Stricter definition to the parameters of what counts as a nuisance may be needed. Not to mention nuisances not to do with noise/volume, etc.
Always seems to be the landlady is the bad guy, we have a good one.
Are these reasons to be used by social housing providers also?
Compromised health, so difficult reading (understanding) - no support available to me (inc from Mezec) legislation is seldom clear anyway. Tenants need more security, based on Maslow's Hierarchy - uncertainty = stress. Andium have tried to blame me (and evict me) due to problems of their own making, else being neglectful. Rent is mandatory, conditions (health and safety) are optional.
Consistency is important - at present a landlord could repurpose a property at lease end, but a consistent 3-6 month notice period is better in my opinion for both the tenant and landlord.
Could renovations not be carried out with a tenant in place? Perhaps this must be considered before moving right to eviction? Also, who follows up on whether the landlord follows through with their reasoning for ending a tenancy? For example, what if they just say that their family member is moving in and then say they changed their mind after the tenant moves out, enabling them to move another tenant in. How will these loopholes be managed? Will there be any repercussions for landlords behaving in this way?
Don't need to complicate it with "X months if tenancy is over Y" etc. Make it so that statutory period is generous but include a clause that if both parties want to terminate agreement amicably before that period then it's fine (no penalties/complications with payment only for months lived at the addresses).
Drugs

Finding another property within 7 days in Jersey?? Even with a license that is impossible. I have experience with this in the last 3years which was extremely difficult when I didn't have a housing license it took me 3 months to find something (not suitable but I actually got), with a license it's just as difficult.
Firstly one should be clearer on Landlords Insurance policies, and when offering rental properties to the general public, they should take out the most comprehensive Insurance and cover possible to include pets, but yes this is clear.
For "Periodic Tenancy: 3 months if tenancy is under 5 years long, 6 months if tenancy is over 5 years long": Would I have had to be a tenant for e.g. 5 years or would the contract/lease be for that time period?
Had a situation before were we were told to leave after complaining about loud music played by others. Ended up the Landlord who was a States Member at the time back in 2011 sided with his friends who were the Tenants we complained about. This Island is a joke soemtimes.
I agree the amendments suggested above are clear and sensible, my current tenancy agreement does not include as much detail. My only thought is that there could be further clarification regarding a tenancy ending due to me not agreeing to a rent increase.
I believe that if you are paying the full rental for a property and that property has say two bedrooms but only one is used, then you should not be required to move into another place for under occupancy. If you have family (adult children) who for some reason need to return to the family home then that should still be an option. People who are lucky and own their own homes, most usually have a spare room for visiting or returning family.
I don't think any of these reasons are practical to deal with in time or of could be applied with any consistency that would be beneficial for anyone.
I don't know what a "helper" is in terms of tenancy. I feel the "another period specified in the tenancy agreement" is ripe for setting unfairly short periods as a ways to use it as a reason when wanting someone evicted quickly. There is also no provision mentioned here for those unable to inhabit the property in such a time period e.g. imprisoned, in hospital
I think there should be a negotiation on notice period also allowed for either party, say up to a month if there are delays by either party.
I want to know what happens when law goes live for tenants who have had over 5 consecutive years tenancy under 5 separate agreements - would they still be covered by "if tenancy is over 5 years long"? I worry some landlords would falsley claim the tenant has breached in order to get away with only giving 1 month notice. What protections are in place here? Also it is unclear how much "notice" a landlord must grant a tenant to correct a breach before issuing the 1 month notice: 1 month? 1 week? 1 day? How much is adequate? I want to know what protections tenant has if property becomes uninhabitable and 1 months notice is given.
If someone is doing something dodgy the landlord should be able to kick them out but if they are like most of us, the landlord shouldn't be able to get rid of you just like that or if they get offered more cash by someone else
If the landlord is restricted as to what they can do, I suspect that many private landlords will cease to rent and it will reduce the number of properties available and increase rental prices. Can evidence be obtained for this ? Maybe the landlords association
If you are no longer licensed seven days is not enough time to find alternative accommodation

In 2019 the landlord gave us 9 months notice to leave the house at the next renewal date as they were going to renovate the entire property, they provided us with a guarantee that after the work we would be able to move back in and we did that in 2021. At the 2025 renewal, they have decided that they will not renew the lease in 2026 and given us 1 year notice of this. Although we are not happy to leave as we like the house, they have given us a long notice of the change and we accept that is their decision. They did not increase the rent for the next year which was nice.

In other tenancies I have held I am given three months notice. If I can't find anywhere I am given a rolling lease.

One of the leases were ended because the landlord refused me a flashing light bell during my tenancy. I took my case to tribunal. They ended my lease because of that rather than give me the aids I needed. I am profoundly deaf and this was needed for my security. However Landlords do not have to give you a reason for ending a tenancy. So I had to leave. Does this help those with a disability?

In the cases of a notice period being 7 days in relation to accommodation linked to employment or a work visa has ended- this feels extremely short and likely to cause distress to somebody in an already vulnerable position. Finding alternative accommodation and/or employment as well as the practical logistics of a move would be extremely challenging to accomplish in such a short time frame

It appears that better protection is offered on an initial term contract, as in the Landlord would have to wait for the lease to expire, (1 + years) up to under nine years for a paper lease to end, before he could take over the flat, for the permitted reasons. Verses 3 months notice under five years of tenancy) or 6 months after five years renting the same property.

It is the landlords house. If he wants it back he should be able to get it back. Im a good tenant if he wants to keep renting it - it will be to me.

It seems a bit restrictive and won't landlords just say they want to redecorate to get someone out ?

It's all to do with the landlord and what's best for him if he wants to get tenants to vacate their premises . I would like to also see reasons why the tenants can vacate the premises without being charged with breaking the lease and therefore being charged for it or the landlord keeping the deposit .It is all geared up for the landlord at the moment but there are reasonable reasons why tenants may wish to leave the premises

It's vey complicatesd

it's so important. In Jersey, everything is for the landlord and there is a lack of protection for the tenant.

Landlord not completing documents required by law.

Landlord or their family member intends to occupy the residential unit for 6 months or more

Initial term: Not allowed

Periodic tenancy: 3 or 6 months

I believe that if the tenant has not committed any faults with the agreement then they should be treated the same as the following point:

Landlord intends to sell the residential unit or change its use

Initial term: This reason for notice is not allowed for initial term tenancies ("Not allowed")

Periodic Tenancy: 3 months if tenancy is under 5 years long, 6 months if tenancy is over 5 years long ("3 or 6 months")

Giving a Tennent 6 months if they have lived in the property for 5 years or more should defiantly allow them more rights.

Landlords are often bullies and will use every opportunity to maximise their returns at the expense of real peoples lives
Landlords seem to be able to make any excuse to get rid of people
No
On the face of it, the reasons for ending a lease seem logical and well thought out. They appear to cover a wide range of possibilities, which allows for a lot of landlord freedom still, but also gives the person renting an additional safety net, which will prevent wrongful evictions.
One is very understanding of the landlords position as they own the property after all. One knows this before entering a tenancy - so what's the problem. I have a very good landlord and so do many of my friends. There is no need for the changes.
Overall, the reasons provided for ending a tenancy seem well thought out and fair. The inclusion of specific circumstances such as selling, renovating, or needing the property for personal use ensures that landlords have a clear framework to follow. However, I believe it's important to ensure that tenants are given ample support and protection, particularly in situations where landlords may want to end a tenancy due to personal circumstances. Clear communication and reasonable notice are key to maintaining a balance of fairness for both parties. Also, I'd like to see further consideration given to tenants who may face financial hardship or other extenuating circumstances that could affect their ability to comply with tenancy terms
Overcrowding due to an addition to the family especially when you live in a one bed and offer a rolling tenancy until somewhere more suitable is found. For the elderly it's almost impossible to find a landlord to accept retired people - age is discrimination as I have experienced.
Please see my previous response re: penalties for landlords for misapplying these reasons. Also, what about things working the other way - what if a landlord breaches the terms of a lease by not fixing a heating and hot water system for a month in Winter, for example? The reasons are all written from a landlord's point of view, they should be written to reflect the responsibilities to tenants being breached, too.
Sounds like has to be a fair reason now not just getting more cash
tenancy terminated, breached insurance policy? landlord intends to renovate?could this not be an excuse for them to make you leave knowing its not going to be renovated? landlord requires a helper. Cannot understand why this wasn't sorted out before the tenant moved in? No consideration on the tenant who has to pick everything up find another another place.
Tenants who disrespect the property, disrespect neighbours
The current situation provides an indisputable grounding for un-negotiable rental increases which may in turn be utilised to such a degree as to enforce the tenant to be evicted through unreasonable upgraded rental expense. The tenant has no control over such a situation, however unreasonable it may be.
The reasons are clear in most of these circumstances, but the notice period should be 6 months apart from the last 4 clauses. Also if a landlord plans to sell the property within a year or wants to rent it out whilst it is for sale, he must declare this when renting the property out and provide the tenant with a 30 day notice period upon sale. ALL leases should state that neither party can give notice within the first 9 months of any tenancy.

The reasons are too generous to the landlord. Most of them make sense. But it is not fair to allow a landlord to evict a tenant to house a family member instead. Forcing someone out of their home so you can offer it to someone else is not right.
The rents should have a fixed price.
The Tenancy Law is very imbalanced. If my tenant has used the dwelling for illegal purposes then surely I should be able to evict them immediately.
The timings must be reviewed - the majority favour the Landlord's needs over those of sitting tenants.
There is no provision for a mortgage providers request for a tenant to vacate due to default?
there is nothing mentioned re pets in the property that could be a reason.
There should be a mechanism to safeguard against vindictive terminations, e.g. tenant complains about landlord or landlord fails to fix issues in the property satisfactorily and simply construes one of the lawful reasons for termination to get rid of a pesky tenant.
They don't give a reason they just increase the rent so high that you have no other option but to leave
They would have to allow for unexpected circumstances. Health, age, financial circumstances, death of family members, natural disasters, sudden mistakes of others or errors/delays in paperwork and emails etc. So the timescales above might need to bend on individual circumstances.
This all seems rather a waste of time and money
This proposal will have the effect of reducing supply of rental property, a huge own goal by politicians
Too clunky. Too subjective.
Unreasonably behaviour in his premises by the tenant
We might be put in the position of the property becoming uninhabitable due to the landlords lack of maintenance. I.E. not our fault. The law should also require landlords to have landlord insurance to cover the cost of rehoming tenants in this situation and also be required by law to maintain their properties to an acceptable standard including annual boiler servicing and periodic checks of the electrical systems. If there is gas present then an Annual gas safety certificate should be obtained for the property.
What happens if the landlord wants to occupy the property for less than 6 months? If the property has been unoccupied for 2 months and the notice is 1 month, that is 3 months potentially unoccupied. At this point any insurance claims (contents/buildings) would typically be denied based on standard insurance terms. Breach of tenancy agreement, 1 month notice allows a further 1 month of breaches including revenge vandalism to the property by the tenant
What if the landlord no longer wishes to continue with a tenant?
What stopping them from lying Or "changing their mind"?
Where the tenant is difficult. I think that landlords will stop being a provider of housing, spend less on properties and raise the rent by the maximum annually. I think landlords will select tenants more carefully.

While I support fair protections for tenants, I feel that the proposed grounds for ending a tenancy are overly restrictive and will have unintended negative impacts for both tenants and landlords.

For tenants, the rigid notice periods and limited valid reasons for ending a tenancy could discourage landlords from offering longer-term lets at all. If landlords fear being unable to regain possession in reasonable circumstances (such as genuine renovation needs or family requirements), they may instead favour short-term or corporate lets, which would reduce the availability of stable homes for ordinary residents.

For landlords, genuine and fair reasons like selling, renovating, or needing the property for family use are vital to retaining flexibility in managing properties. Requiring long notice periods of 3 to 6 months, even in legitimate cases, makes it impractical and financially risky for landlords to respond to life changes or property maintenance needs.

Overall, the proposed changes risk creating more instability, not less, by shrinking the supply of good quality rental properties and making it harder for both tenants and landlords to enter into trust-based, long-term agreements. I believe a more balanced approach is needed that protects tenants from unfair eviction without making responsible property management unworkable.

Who checks that the reason provided for notice is genuine or gets carried out?
Why should a tenant be forced out for a refurb, this does not happen in Andium homes even when the kitchen or bathroom are replaced.

Why does there need to be a new law. Guidance would be much more sensible. If I didnt agree with or believe the reasons for my landlord ending my tenancy or I was unable to move within the AGREED notice period I would not move and see if the Petty Debts Court agreed. If my circumstances changed I would discuss a date to move, with my landlord.

Q14. Please provide any further comments you may have on the protection for tenants in relation to eviction.

Key Themes:

- **Tenant Vulnerability & Lack of Rights** – Many tenants feel unprotected and worry about sudden or unfair evictions. Some note that legal recourse is difficult due to high costs, making it hard to challenge landlords.
- **Financial & Housing Instability** – Unaffordable rental prices, uncertainty about renewals, and short eviction notice periods cause stress. Some believe regulations are needed to ensure fair rental practices.
- **Landlord Responsibilities & Property Conditions** – Tenants express frustration over poor housing conditions, fearing that requesting repairs could lead to eviction. There is a call for landlords to invest in property maintenance.
- **Landlord Rights & Fairness** – Some argue that landlords must retain control over their properties, particularly for removing disruptive tenants or making necessary renovations. A balance between tenant security and landlord flexibility is emphasised.
- **Market Regulation & Oversight** – Concerns about unchecked rental price increases and exploitation by landlords and agents highlight the need for better oversight, regulation, and government intervention.
- **Access to Information & Legal Support** – Many tenants are unclear about their rights. Calls for clearer documentation, better access to legal resources, and official guidance were frequent.
- **Social & Ethical Considerations** – Discrimination against tenants based on disability, employment status, and financial circumstances is a concern. Some believe policies should prevent landlords from unfairly excluding certain groups.

Q14. Please provide any further comments you may have on the protection for tenants in relation to eviction.

Again, the landlord or agent do not care of your mental health they just want your money and not have to do anything to repair property. you feel if you complain you can be out on your butt. so protection is well needed.
All very unclear in current contract but sounds like this may make things more clear?
As I mentioned earlier Andium are selling the properties on our estate. The proposed properties we have been shown are not suitable for our situation at our time in life and more specifically for our health needs (Epilepsy). Just because we are of a lower income there seems to be no protection. Either we look for property we cannot afford or take property that is unsuitable. And we have not been clearly told what our future here is. Without going into the full details how is this good for anyone?
Considering the difficulties in getting good quality accommodation in Jersey the list period for eviction should be 1- 3 month
Ensure that non-bona fide tenants are not overly protected when they cause malice, damage, or financial loss to landlords. Also ensure that old grumpy Jersey clique landlords don't consider themselves kings by threatening sub-5 years tenants like subhumans and de facto forcing them to live in inferior standard as there are no alternatives and the market is already greeded out in that area.
Everyone is deeply concerned about the current state of housing and landlord practices in Jersey. The continuous rise in rental prices without corresponding improvements in property conditions is a huge problem, leading to tenants paying high prices for substandard living conditions. Requiring landlords to make annual capital investments in their properties could ensure that properties remain fit for purpose and improve overall living standards. It's unfair for tenants to bear the cost of maintaining and improving properties, only to be held accountable for any issues when they leave. The focus on property ownership and rental income is already resulting in a brain drain, with many skilled and educated people leaving the island for better opportunities elsewhere. Landlords should be mandated to invest in their properties annually. Additionally, ensuring tenants are financially compensated for any unreasonable termination of tenancy agreements could provide a fairer system. Also estate agents have a lot to answer for who put valuations plucked from the air on properties that are worse than 3rd world conditions ... they have a lot to answer for.
Eviction would only happen if you have or are an unreasonable tenant for example late or non rental payer
Haven't heard of it being a problem in jersey, this just feels like more red tape. The island is over regulated as it is!
How do I contest an eviction if I believe it unfair?
I am concerned that more complex legislation will increase my landlord's costs - his managing agent will need to change more for a complex lease - It is likely he would have to increasing the rent, possible more that the RPI, which I would understand. Obviously the rent I pay contributes to his pension income and life style and if his business costs go up it is reasonable that he increases the rent. He may even start recharging the parish rates which are possibly around £250 per year !
I am pleased the States are doing this. It is long overdue.

I believe eviction rules should carefully balance tenant protection with flexibility for landlords. If landlords face too many barriers or risks when trying to reclaim properties for genuine reasons (like needing to sell, renovate, or house family), it could discourage them from renting out homes long-term. This would ultimately reduce the supply of rental properties and make it harder for tenants to find good quality, stable accommodation. Strong protections are important, but the system also needs to remain workable for responsible landlords.
I currently don't think tenants have genuinely exercisable rights against evictions in Jersey. The jurisdiction hands so much power to landlords that even tenants who have the money for lawyers will be unlikely to fight inappropriate evictions, as the costs are quickly prohibitive. For anyone on a median or poorer salary, utilising their legal rights is a pipedream.
I don't need to - if landlord wants his property back then fine. He won't need to evict me for any other reasons like I've done something wrong.
I think that significant financial hardship and mental health issues should be taken into account, and tenants given more time prior to eviction orders being in place, but equally if this time lapses, landlords should be able to utilise the deposit for rent unpaid if the funds sufficiently cover what is owed.
I would have to study this
If evicted I can simply move somewhere else.
I'm not really sure but at the moment I don't think I have too many rights but this law is looking to make it harder for landlords to do what they like and mean that I can challenge them if they are being unfair. Someone mentioned that there will be a court where I could bring my concerns and it could help me and order the landlord to do the correct thing
I'm reliably informed (in terms of establishment) that I have none and proprietors can do as they please - discrimination is common. Not had a chance to read. Anti-discrimination. Eviction should be last resort (not first) Prohibit eviction for unreasonable motives 'Housing' is a nightmare for the vulnerable
In case of eviction, the tenant must obtain temporary accommodation provided by state housing.
In my case eviction is unlikely as the lease is with a relative.
In the end the property belongs to someone else, we know this and will at some point have to move on but by then maybe we have enough for our own place,
It is not something I have ever been concerned about but I believe I could go to citizens advice or research online if I had a problem. I would always speak to my landlord first as he is very approachable.
It's not clear what 'Initial term' means Vs Periodic tenancy.
No fault evictions need to be done away with to prevent landlord profiteering.
No further comments. I am in favour of greater renter rights, but obviously there has to be a balance in order to ensure that Jersey still maintains a sound environment for people to want to continue as landlords, so any new rights shouldn't be onerous enough that it forces landlords out of the market.
q13 I think so; from what I can see the changes would make things a bit safer for families like ours

Rental arrangements have no oversight whatsoever from Government regulation including the setting of accommodation cost levels at initial tenancy offered to newly proposed tenants. Anything can be charged, when from a tenancy perspective any shortage of housing accommodation turns the whole process into a landlords/agents free-for-all. These are homes and a basic civilised function and necessity of each and every individual or persons within that community and should represent an over-riding responsibility of those elected to govern that particular community and society. A secure home is not a luxury, whether mortgaged via a lender or leased under private or government ownership.

Sometime the relationship with a landlord deteriorates on both sides. A landlord should be able to end a tenancy (with reasonable notice), if it is their property and there are some bad behaviours by some tenants but not in breach of the lease agreement

Specific rights need to be made clearly visible to folk, yes there is Citizens Advice but the government website should cover all of this with a simple search engine.

Tenants have no real rights in relation to eviction under the current law.

In a periodic tenancy, the landlord can kick you out after three months' notice, for any reason at all.

In a fixed-term tenancy, the landlord can try to kick you out before the end of the term, and you can resist this, but you know the consequence of that is you will certainly not be offered a renewal at the end of the fixed-term. So what is the point?

The new proposals will at least restrict the circumstances where a landlord can issue notice, so a tenant can know that the court will support them if they resist an eviction that is proposed without complying with the prescribed reasons.

Tenants have no rights, Landlords use tenancy agreements only when it applies to the Tenant when it applies to the Landlord there is no accountability and even when it's a fault of the Landlord they can carry on however they feel and the Tenant is always expected to adhere to the agreement even if the Landlord is in breach of the lease

The costs for eviction should be passed onto the tenant, not a landlord. Why should a landlord be responsible to pay for having to evict a bad tenant who does not pay rent, damages the property, is disruptive to all including neighbours etc and perhaps uses his property for illicit purposes. A landlord must be able to remove a bad tenant within a short period say with a 21 day notice period and if that tenant still has not moved, a further 7 day notice of change of locks and removal of all property. A landlord must retain rights over his property. It cannot always be that a tenant has the upper hand and is able to incur a landlord costs for eviction. These costs must be passed onto the tenant who themselves refuse to move. The current process is unfair to a landlord regardless.

The law does not seem beneficial, if not provide less security to renters as will create a law to allow removal properties off market to sell, renovate etc even if not just to secure higher rent and some landlords sell to commercial landlords that make it business to exploit tenants, a code of conduct and register of landlords and estate/letting agents would be better so Government could issue guidelines and guidance and best practice and adjust depending on market conditions..one year Government did suggest to agents not to put rents up and across Islands they did not..now all agents stick together and do as please as they are not regulated..its become big business and divided housing stock to a business of portfolios and controlling supply and demand to ensure no deflation to rental prices to detriment of locals wanting reasonable rent and security with room to live to benefit property owners to enhance value of property and income stream from that asset. Properties now build as investments not homes for people. Working non home owning people

are now no longer able to live and choose Jersey as home..lots now having to leave to survive.
The lease agreement is a contract, to use someone else's property for an agreed amount of rent, similar to a job offer with regular pay! As long as the terms of the agreement are clear at the start, then if a breach of contract happens the channels of remedy are basically the same, as in the eviction process is through the courts regardless.
There is no clear document for the average person - if there can be easy-to-read or easy-to-understand documents that would be great as I feel I have had no choice in being moved around.
They have to have a genuine reason for evicting tenants
Those with a disability and pensioners are refused viewings. Isn't this discrimination? He didn't know I was deaf and a pensioner until he sent the appointment to view and asked questions. He then cancelled. Here is an example Hi [REDACTED] , I have had time to consider your enquiry. Upon, reflection, and in context of other enquiries I received, I would not be considering applications who are not full time employed. The risk and cost of running my rental business have never been higher so unfortunately if someone is not full time employed, it's a risk that I am unfortunately not willing to bear at this stage. I am going to cancel our appointment and wish you well with your search. Thanks, [REDACTED.]
Unfortunately, property owners know how to get around the law and how to make someone leave the property.
Until there is an understanding of the current quality and condition of properties in jersey I see no benefit from this work. The reason for ending a tenancy for "renovation" makes little sense, it's just the same as evicting a tenant to get a new one in. Think about how whomever will be assessing and dealing with these issues will be able to provide the level of support to both landlord and tenant. Just because a landlord says "renovation" is needed what is the criteria for this? If it takes a week for painting? How do you monitor this and how would the tenant understand what the landlord has actually gone on to do?
Ut looks more clear now and if the landlord has to follow the rules that would be good because at the mo.ent they can just nake them up as they go along.
What happens when the landlord decides to amend the lease, to include clauses designed to force you out or make tenancy difficult? Is there an arbitration board?
Will there be some evidence required for the landlord's reason? Otherwise this could be abused.
Yes, I have a general understanding of what my rights would be under the proposed changes. The key difference is that landlords would need to provide a reason for ending a tenancy, and the notice periods would vary depending on the length of the tenancy and the reason for termination. This would provide more transparency and security for tenants, as it would prevent landlords from ending a tenancy without explanation. I think these changes would significantly improve tenant protections. The requirement for landlords to give reasons for eviction and the structured notice periods would reduce the uncertainty tenants currently face. However, I believe that more emphasis should be placed on ensuring tenants have access to support and resources in case of disputes or financial difficulties, as these can be factors that make eviction especially challenging.

Q15. In your opinion, would any of the following factors pose a barrier to you using the tribunal? Other Comments

ADHD I tend to forget things that take a while to process
Agents will get lawyers to get you out..it will become a business for them they will fine tune to their advantage as any changes to law will not be processed to prevent loopholes being exploited. Have experienced mental health issues from agents pressurising if I can meet what they deem increased rent acceptable I should leave or be evicted if not signed up. They also automatically increase rent and threaten court if you don't find money, if they want property for another tenant who will pay more, a prospective buyer of property who wants it to be vacant to negotiate an offer they will do it, no recourse as not regulated agents
Explain how the tribunal is accessed and how it works?
Health, stress
I agree the rent with the landlord when I sign a lease. If I don't like the price I can rent elsewhere.
I agree with hearings being public by default
I don't think I would want the hassle and my next landlord would know I had been to a tribunal which is unlikely to serve me well!
If there is no working relationship with the owner or agent or both, then the tenancy is fragile beyond reasonability
If tribunal required taking time off work
Never had a bad landlord

ANNEX II

Landlord responses

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Summary of responses from Landlords

Given the open and detailed nature of the responses from landlords, it is difficult to summarise the over 50 responses that have been received from landlords, businesses and organisations. However, below sets out some common themes from landlords. For completeness, I have included the submissions in full beneath this summary, and have done likewise for Appendix III.

Concerns About Rent Increase Cap

Many landlords criticised the proposed 5% cap on rent increases, especially during high inflation periods. They argued that their costs for maintenance, insurance, and other expenses have risen significantly and that limiting rent increases could make the rental market less viable, discouraging landlords from continuing to rent properties.

Impact on Landlord Profitability

Landlords emphasised that letting properties is an investment, with margins already strained by regulatory and maintenance costs. They noted that the cap on rent increases and higher compliance requirements could force many to sell their properties, reducing the supply of rental homes.

Periodic Tenancies and Open-Ended Leases

Concerns were raised about the proposal for compulsory periodic tenancies at the end of fixed terms. Landlords argued that it shifts control of properties unfairly to tenants, limits their ability to regain possession for legitimate purposes, and might discourage long-term leasing. Some feared this would result in landlords restricting lease durations to three years or selling properties instead.

Revenge Evictions

Many landlords contested the notion that "revenge evictions" are a significant issue in Jersey, requesting evidence to justify this claim. They noted that eviction processes already involve court assessments, ensuring fairness.

Notice Period Imbalance

There was opposition to the disparity in notice requirements, where landlords must give 3-6 months' notice while tenants only need to give one month. Landlords argued that this leaves them vulnerable to financial losses, including void periods between tenancies.

Imposition of Bureaucratic and Financial Burdens

Landlords raised concerns about the growing financial and administrative burdens from required compliance measures, licensing schemes, and potential fines of up to £10,000. They argued these measures unfairly target responsible landlords and increase operational costs.

Discouraging Quality Upgrades

It was highlighted that excessive regulation could limit landlords' motivation to upgrade or maintain properties to high standards. Many expressed concern over the economic impact this would have on the trade sectors involved in property maintenance.

Calls for Evidence-Based Legislation

Several landlords criticised the lack of statistical justification for the proposed changes. They asked for data on issues like revenge evictions, multiple annual rent increases, and other abuses before introducing widespread reforms.

Impact on Rental Supply

There were warnings that the proposed legislation could lead to an exodus of landlords, shrinking the private rental market. With the demand for housing unchanged, reduced supply was predicted to drive up rents and worsen the housing crisis.

Comparisons to Other Jurisdictions

Landlords cited examples from Scotland and Germany, arguing that rent control measures and tenant-biased reforms in these countries led to unintended consequences, such as reduced rental supply and increased rents.

Concerns Over Ministerial Powers

Some respondents objected to granting the Housing Minister powers to make further legislative changes by ministerial order, without requiring States Assembly approval, citing democratic concerns.

Alternative Proposals

Several landlords suggested that rather than implementing new laws, the government should improve enforcement of existing legislation and focus on targeting rogue landlords. Some called for guidance documents instead of sweeping reforms.

ANNEX III

Business & Organisation responses

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Propertymark	
Andium Homes	
Columbia Group	
Gaudin Co	
Professional Property Management Limited	
Judicial Greffe	
Comité des Connétables	
The Homelessness Cluster	
Citizen's Advice	

Summary of responses from Businesses & Organisations

Proposed Draft Amendment Overview

The amendment seeks to standardise periodic tenancies, extend notice periods, and set rent increase limits tied to RPI. These changes aim to promote housing stability and tenant protection. However, concerns are raised over landlords potentially exiting the rental market due to increased regulations and lack of flexibility.

Notice Periods and Termination Flexibility

The draft law introduces varying notice periods for different circumstances, including a six-month notice for tenants residing for over five years. Shorter notice is allowed only for serious breaches. While this is deemed fair for tenants, landlords are concerned about diminished flexibility.

Rent Controls and Increases

The cap on rent increases to RPI or 5%, alongside an appeals process via a Rent Tribunal, is supported by some in principle. Critics argue that it might disincentivise property maintenance and lead to landlords exiting the market. Some suggest periodic reviews of the cap to reflect market realities and inflation-related costs.

Impact on Fixed and Open-Ended Tenancies

The draft law's framework replacing fixed-term leases with periodic tenancies is contentious. Supporters claim it simplifies renewals, while opponents worry this reduces planning flexibility for landlords and risks driving up rental market instability. Concerns are raised over stopping consecutive fixed-term leases.

Rent Tribunal and Data Concerns

Establishing a Rent Tribunal to adjudicate disputes is supported, but some have suggested that its remit is expanded beyond rent reviews. Concerns arise over unclear tribunal procedures, potential political bias in appointments, and the time lag in collecting rent data. Calls for accurate and frequent rent reporting are widespread.

Tenancy Issues and the 2011 Residential Tenancy Law

Citizens Advice Jersey identifies common tenancy-related issues, including tenancy termination disputes, rent increases, and uninhabitable accommodation. They acknowledge the improvements made by the Residential Tenancy (Jersey) Law 2011 but support adding more detailed terms in leases for clarity and balanced protections.

Stakeholder Opposition

The Jersey Estate Agents' Association and Jersey Landlords' Association oppose the amendments, citing evidence from Scotland and the UK. They emphasise the risk of landlords exiting the market, rental stock shrinking, and increased homelessness. They advocate for softer regulatory approaches, such as landlord-tenant education and improved enforcement of current laws.

Employer-Provided Accommodation and Seasonal Tenants

Employers providing staff accommodation argue seasonal work arrangements require consecutive fixed-term leases. They call for clear definitions of self-contained and non-self-contained accommodations to avoid misclassification. Additional guidance tailored to employer-provided housing is requested.

Objections from Industry Professionals

Propertymark and other professional bodies express concerns about rent caps discouraging landlord investment, periodic tenancies reducing flexibility, and anti-landlord rhetoric demotivating private investors. Recommendations include fostering professionalism through licensing schemes and better market data utilisation.

Proposals for Improvement

Suggestions to refine the amendment include interest-linked rent caps, additional fixed term leases, robust Rent Tribunal resourcing and live rental data systems. There was an urge for balanced reforms that safeguard both tenant rights and rental market viability.

ANNEX IV

Tables showing grounds for eviction in different jurisdictions

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These have been produced in order to provide a high level comparison across different jurisdictions. Table 1 is taken from the Draft Law. Table 2 is taken from Annex B of the Explanatory Notes to the Renters Rights Bill. Tables 3 to 7 have been compiled by me, taking a sample of the essential and comparable notice periods and reasons for notice. They are not intended to be complete or comprehensive. They are indicative only.

Table 1: Jersey (proposed)

Reason	Initial term	Periodic tenancy
Landlord intends to sell the residential unit or change its use	This reason for notice is not allowed for initial term tenancies ("Not allowed")	3 months if tenancy is under 5 years long, 6 months if tenancy is over 5 years long ("3 or 6 months")
Landlord intends to renovate the residential unit	Not allowed	3 or 6 months
Landlord or their family member intends to occupy the residential unit for 6 months or more	Not allowed	3 or 6 months
Landlord requires a helper to occupy the residential unit for 6 months or more	Not allowed	3 or 6 months
Social housing residential unit is under-occupied	3 months	3 or 6 months
Tenant is not able to occupy the residential unit because of the tenant's residential status, or the residential unit's housing category	3 months	3 months
Tenant has seriously breached tenancy agreement, and the landlord has given the tenant notice to correct the breach, but the tenant has not done so	1 month	1 month
Residential unit is uninhabitable	1 month	1 month
Tenant has breached a requirement of the landlord's ownership document, and the landlord has given the tenant	1 month	1 month
Tenant has breached a requirement of the landlord's insurance policy, and the landlord has given the tenant notice to correct the breach, but the tenant has not done so	1 month	1 month
Residential unit is uninhabitable	1 month	1 month
Tenant has breached a requirement of the landlord's	1 month	1 month

ownership document, and the landlord has given the tenant		
Tenant has breached a requirement of the landlord's insurance policy, and the landlord has given the tenant notice to correct the breach, but the tenant has not done so	1 month	1 month
Residential unit has been left empty for 2 months or another period specified in the tenancy agreement	1 month	1 month
Tenant's employment (tied to accommodation) has ended, or the employment contract provides for how the tenancy may be ended before the employment ends	7 days	7 days
Tenant's work permit or visa has ended	7 days	7 days
Tenant has caused or permitted the residential unit to be used for illegal purposes, or caused or permitted a serious or repeated nuisance	7 days	7 days
Tenant is not able to occupy the residential unit because the tenant's residential status was provided based on incorrect information	7 days	7 days

Table 2: England (Proposed)

Annex B – Grounds for possession

1090 This table shows the grounds for possession that a landlord can use to evict a tenant as set out in Schedule 2 of the Housing Act 1988 and amended by this Bill.

Ground		Summary	Notice Period
Mandatory Grounds			
1	Occupation by landlord or family	The landlord or their close family member wishes to move into the property. Cannot be used for the first 12 months of a new tenancy.	4 months
1A	Sale of dwelling-house	The landlord wishes to sell the property. Cannot be used for the first 12 months of a new tenancy.	4 months
1B	Sale of dwelling-house under rent-to-buy	The landlord is a private registered provider of social housing and the tenancy is under a rent-to-buy agreement.	4 months
2	Sale by mortgagee	The property is subject to a mortgage and the lender exercises a power of sale requiring vacant possession.	4 months
2ZA	Possession when superior lease ends	The landlord's lease is under a superior tenancy that is ending. Can only be used by private registered providers of social housing, agricultural landlords, a person who held the dwelling for the purposes of making it supported accommodation or a company majority owned by a local authority.	4 months
2ZB	Possession when superior lease ends	The landlord's lease is under a superior tenancy that is coming to an end or has ended. Can only be used if the superior lease was for a fixed term of over 21 years.	4 months
2ZC	Possession by superior landlord	After a superior tenancy ends, the superior landlord becomes the tenant's direct landlord and seeks to take possession. Can only be used where the intermediate landlord prior to reversion was a private registered provider of social housing, agricultural landlord, a person who held the dwelling for the purposes of making it supported accommodation or a company majority owned by a local authority.	4 months
2ZD	Possession by superior landlord	After a superior tenancy ends, the superior landlord becomes the tenant's direct landlord and seeks to take possession. Can only be used where the superior lease was for a fixed period of over 21 years and has expired, or within a 12 month period of the fixed term expiry date, if the fixed term has been ended early. Or if the superior tenancy comes to an end after the expiry of the fixed term as a result of a valid notice.	4 months
4	Student accommodation	In the 12 months prior to the start of the tenancy, the property was let to students. Can only be used by specified educational establishments.	2 weeks

Ground		Summary	Notice Period
4A	Properties rented to students for occupation by new students	A HMO is let to full-time students and is required for a new group of students in line with the academic year. Cannot be used if the tenancy was agreed more than six months in advance of the tenancy starting (i.e. the tenant moving in).	4 months
5	Ministers of religion	The property is held for use by a minister of religion to perform the duties of their office and is required for occupation by a minister of religion.	2 months
5A	Occupation by agricultural worker	The landlord requires possession to house someone who will be employed by them as an agricultural worker.	2 months
5B	Occupation by person who meets employment requirements	A private registered provider of social housing holds the property for use by tenants meeting requirements connected with their employment and it is required for that purpose (and the current tenant does not fulfil those requirements).	2 months
5C	End of employment by the landlord	Previously ground 16 (expanded). The dwelling was let as a result of the tenant's employment by the landlord and the employment has come to an end OR the tenancy was not meant to last the duration of the employment and the dwelling is required by a new employee.	2 months
5D	End of employment requirements	A private registered provider of social housing, included an employment requirement in the tenancy agreement that the tenant no longer fulfils (e.g., key worker).	2 months
5E	Occupation as supported accommodation	The property is held for use as supported accommodation and the current tenant did not enter the tenancy for the purpose of receiving care, support or supervision.	4 weeks
5F	Dwelling-house occupied as supported accommodation	The tenancy is for supported accommodation and one of the circumstances set out in the ground, making the accommodation no longer viable or suitable for that tenant, has occurred.	4 weeks
5G	Tenancy granted for homelessness duty	The property has been used as temporary accommodation for a homeless household, under s193 of the Housing Act 1996, and a local housing authority has notified the landlord that the tenancy is no longer required for that purpose. The landlord can only use this ground if within 12 months of the date of the notice from the local housing authority.	4 weeks
5H	Occupation as 'stepping stone accommodation'	A registered provider of social housing or a charity lets to a tenant meeting eligibility criteria (e.g., under a certain age) at "affordable rent", to help them access the private rented sector and/or transition to living independently, and the tenant no longer meets the eligibility criteria, or a limited period has come to an end.	2 months

Ground		Summary	Notice Period
6	Redevelopment	The landlord wishes to demolish or substantially redevelop the property which cannot be done with the tenant in situ. Various time limits and/or notice requirements exist for this ground depending on the circumstances. The landlord and tenancy must be of the kind listed in the table. A relevant social landlord who intends to carry out redevelopment work and seeks possession on Ground 6 either through case A or B will need to provide alternative accommodation that meets specific conditions set out in case A or B and is either available or will be available when an order for possession takes effect.	4 months
6A	Decant Accommodation	The tenant has been provided with alternative accommodation by a relevant social landlord while redevelopment affecting the tenant's original home is carried out.	4 months
6B	Compliance with enforcement action	The landlord is subject to enforcement action and needs to regain possession to become compliant. Under this ground, the court will be allowed to require the landlord to pay compensation to the tenant when ordering possession.	4 months
7	Death of tenant	The tenancy was passed on by will or intestacy, and proceedings began within the requisite period of 12 months. The ground can only be used if the new tenant wasn't living in the property immediately before the previous tenant died, the previous tenant also inherited the tenancy or it is a "special tenancy", e.g. supported accommodation.	2 months
7A	Severe ASB/Criminal Behaviour	The tenant has been convicted of a type of offence listed in the ground, has breached a relevant order put in place to prevent anti-social behaviour or there is a closure order in place prohibiting access for a continuous period of more than 48 hours.	Landlords can begin proceedings immediately
7B	No right to rent	At least one of the tenants has no right to rent under immigration law as a result of their immigration status and the Secretary of State has given notice to the landlord of this.	2 weeks
8	Rent arrears	The tenant has at least 3 months' (or 13 weeks' if rent is paid weekly or fortnightly) rent arrears both at the time notice is served and at the time of the possession hearing.	4 weeks
Discretionary Grounds			
9	Suitable alternative accommodation	Suitable alternative accommodation is available for the tenant	2 months
10	Any rent arrears	The tenant is in any amount of arrears	4 weeks
11	Persistent arrears	The tenant has persistently delayed paying their rent,	4 weeks

Ground		Summary	Notice Period
12	Breach of tenancy	The tenant is guilty of breaching one of the terms of their tenancy agreement (other than the paying of rent).	2 weeks
13	Deterioration of property	The tenant has caused the condition of the property to deteriorate.	2 weeks
14	Anti-social behaviour	The tenant or anyone living in or visiting the property has been guilty of behaviour causing, or likely to cause, nuisance or annoyance to the landlord, a person employed in connection with housing management functions, or anyone living in, visiting or in the locality of the property. Or the tenant or a person living or visiting the property has been convicted of using the premises for illegal/immoral purposes, or has been convicted of an indictable offence in the locality.	Landlords can begin proceedings immediately
14A	Domestic Abuse	A social landlord wishes to evict the perpetrator of domestic violence if the partner has fled and is unlikely to return.	2 weeks
14ZA	Rioting	The tenant or another adult living at the property has been convicted of an indictable offence which took place at a riot in the UK.	2 weeks
15	Deterioration of furniture	The tenant has caused the condition of the furniture to deteriorate.	2 weeks
17	False statement	The tenancy was granted due to a false statement made knowingly or recklessly by the tenant or someone acting on their instigation.	2 weeks
18	Supported accommodation	The tenancy is for supported accommodation and the tenant is refusing to engage with the support.	4 weeks

Table 3: Germany

Reason	Notice Period	Additional information
Non-payment of rent	Immediate termination possible	If a tenant fails to pay rent for two or more months , the landlord can issue an eviction notice.
Breach of lease terms	Typically 3 months , but can vary	Violations such as unauthorized subletting, running a business from the property without permission, or keeping pets despite a prohibition.
Personal use by the landlord	3 to 9 months , depending on length of tenancy	The landlord or their close family members need the property for personal use.
Economic efficiency	3 to 9 months , depending on length of tenancy	If continuing the tenancy prevents the landlord from making reasonable economic use of the property.
Disturbance of domestic peace	Typically 3 months , but can vary	Excessive noise, illegal activities, or neglecting the property.
Special tenancy exceptions	Varies based on contract terms	Some rental agreements (e.g., temporary leases, furnished rooms in shared flats) may not require justification for eviction.
Special tenancy exceptions	Immediate termination possible	If a tenant fails to pay rent for two or more months , the landlord can issue an eviction notice.
The notice period depends on how long the tenant has lived in the property: • Less than 5 years: 3 months • 5-8 years: 6 months • More than 8 years: 9 months		

Table 4: Ireland

Reason	Notice Period	Additional information
Selling the property	152-224 days	Must be selling within 9 months. Extra restrictions apply if the landlord is selling multiple properties.
Occupancy by landlord or family	152-224 days	Tenancy can be ended if landlord or close family wishes to occupy
Major refurbishment, demolition, change of use	152-224 days	Landlord must intend to carry out works likely to make property uninhabitable
Serious Anti-social behaviour or behaviour threatening fabric of property	7 days	No warning notice needed
Rent arrears	28 days to pay, then 28 days notice	
End of fixed-term tenancy	Notice must align with tenancy agreement	If tenancy ends, landlord must issue valid notice before end date
No reason needed	90 days	Only if tenancy has lasted <6 months
The notice period depends on how long the tenant has lived in the property: • 6 months – 1 year: 152 days • 1 – 7 years: 180 days • 7-8 years: 196 days • 8+ years: 224 days		

Table 5: New Zealand

Reason	Notice Period	Additional information
No reason “No cause”	90 days (landlord-written notice)	Notice must be in writing and not retaliatory
Owner or family needs property for main residence	42 days (landlord)	Owner/family must move in within 90 days and stay at least 90 days .
Employee contractor occupancy as stated in agreement	42 days (landlord)	Must be clearly stated in tenancy agreement .
Property sold under unconditional sale requiring vacant possession	42 days (landlord)	Sale must be unconditional and require vacancy.
Tenant gives notice	21 days (tenant)	Written notice; parties can agree in writing to shorter period .
Overdue rent (3 times within 90 days)	Applies via Tenancy Tribunal (no set period)	Landlord must have issued rent-overdue notices three times .
Antisocial or unacceptable behaviour (3 times within 90 days)	Applies via Tenancy Tribunal (no set period)	Landlord must have issued behaviour notices three times.
Family violence (tenant initiated)	2 days (tenant)	Only in approved form with evidence; no financial penalty or agreement needed.
Physical assault by tenant against landlord/agent	14 days (landlord)	Written in approved form; Police must have filed a charge.

Table 6: Northern Ireland

Reason	Landlord Must Give Notice?	Notice Period	Notes
Fixed-term tenancy (agreement still running) or periodic <6 months	Yes	4 - 12 weeks	Landlord needs a reason (breach of contract or break clause).
Fixed-term tenancy ends, no new agreement signed, or periodic ≥6 months	No	Not required	Tenant may simply be asked to leave—landlord doesn't need a reason.
Breach of tenancy (e.g. rent arrears, damage, subletting)	Yes	4 - 12 weeks	Must specify breach in written notice.
Protected tenancy (rare NI category, old tenancies)	Yes	Minimum 8 weeks (≥10 yrs → 12 weeks)	Landlord must cite at least one statutory ground (mandatory or discretionary).
The notice period depends on how long the tenant has lived in the property: • Less than a year: four weeks • 1 to 10 years: eight weeks • 10 years or more: 12 weeks Protected Tenants are those who have had their tenancy since before 1/4/07. Grounds for eviction are limited to mandatory (eg landlord always planned to move back into their home) or discretionary (eg tenant's employment (tied to accommodation) has ended and the property is needed for a new employee).			

Table 7: Scotland

Reason	Notice Period	Additional information
Rent arrears (3+ months)	28 days	Or rent arrears that add up to 6 months' rent or more.
Tenant has breached tenancy agreement	28 days	Tenancy agreement cannot take away legal rights.
Tenant engaged in criminal behaviour or anti-social behaviour	28 days	This could be by the tenant, someone who lives at the property, or someone who visits. Antisocial behaviour is doing something which causes or is likely to cause someone alarm, distress, nuisance or annoyance. It also includes harassment.
Tenant has abandoned the property	28 days	Can only be used if they believe tenant is not living in the property as the main home.
Property to be sold by lender	28 - 84 days	Can only be used if they intend to put the property up for sale within 3 months of tenant moving out.
Landlord intends to refurbish	28 - 84 days	Can only be used if the property is unliveable in while the work is being done.
Landlord or family member wants to live in the property	28 - 84 days	Can only be used if they or their family member intend to live there as their main home for at least 3 months.
No longer an employee of landlord (tied tenancy)	28 - 84 days	
Tenant no longer needs supported accommodation	28 - 84 days	
Tenant has passed away	28 days	
Breach of statutory terms on overcrowding	28 - 84 days	
Landlord registration has been refused/revoked	28 - 84 days	
HMO licence has been refused/revoked	28 - 84 days	
The notice period depends on how long the tenant has lived in the property: • Less than 6 months: 28 days • More than 6 months: 84 days		

ANNEX V

Cross-jurisdiction review summary table

Appendix 2: Cross-jurisdiction review summary table

Jurisdiction	Rent Control Generation	Index Regulation	Minimum time after previous rent fixing	Minimum notice	ADR for rent increases?
UK (England)	Not applicable				Yes (from 2025)
UK (Wales)	Not applicable (consultation in process)				
UK (Scotland)	3 rd (mild: cost-of-living response)	3% rental value	1 year		Yes
UK (Northern Ireland)	2 nd (specific tenancies)				
Norway	3 rd	RPI difference from previous year	1 year, ability to set to market value after 2.5 years	1 month	Yes
Belgium	3 rd	"health" index (CPI minus tobacco, alcohol, and fuel)	1 year		No
Germany	3 rd	Comparable rent + 10%	1 year	2 months	
Luxembourg	3 rd	"fair", 5% of total amount invested in property	First 6 months and then 2 years		Yes
Ireland	2 nd (mild: Rent Pressure Zones)	2% pro rata or HICP, whichever lower	1 year	90 days	Yes
Poland	3 rd	CPI; HICP; comparable rent	6 months/ 1 year	3 months	No
Spain	3 rd	2% 2023; 3% 2024; undecided but below CPI 2025	1 year	1 month	
Switzerland	3 rd	3%; for 0.25% of mortgage rate; rental value; 40% of CPI; CPI; or landlord's costs	Any time after contract termination date	3 months and 10 days	Yes

Table 6: this table shows high-level rent stabilisation measures across selected OECD European jurisdictions.

ANNEX VI
Model Residential Tenancy Agreement

Model Residential Tenancy Agreement

Disclaimer

This Model tenancy Agreement has been made available free of charge to anyone wishing to use it.

Whilst every care has been taken in its preparation, only a court can decide on the legal effect and enforceability of its contractual terms.

The Government of Jersey cannot therefore guarantee the legal effect of this Agreement and shall not be held responsible for the consequences of the use of, or reliance upon this Agreement, including for any financial loss suffered by any landlord, tenant or other person.

If you are in any doubt as to the implications of using this Agreement, you should seek independent legal advice.

Model Residential Tenancy Agreement

Part A – Definitions

This section defines certain terms that apply throughout the Agreement.

COMMON PARTS

Common Parts means any part of a building containing the Property and any land or premises that the Tenant is entitled under the terms of this Tenancy to use in common with the owners or occupiers of other properties.

LANDLORD

Landlord means the person who grants the right to occupy the Property that is subject to this Tenancy, and who is entitled to receive the rent payable under this Tenancy.

TENANT

Tenant means the person who has the right to occupy the Property that is subject to this Tenancy.

PROPERTY

A reference to the *Property* is to the Property (or any part of the Property) described in Clause B3.1, and any amenities which the Tenant is entitled under the terms of this Tenancy to use as described in Clause B3.2.

TENANCY

A reference in this Agreement to the *Tenancy* is to the Tenancy created by this Agreement.

A reference to a law or a statutory provision in this Agreement is a reference to it as it is in force for the time-being taking account of any amendment, extension or re-enactment of the law concerned.

Part B – Terms of the Agreement

This Agreement (the “**Agreement**”) is made on _____

BETWEEN

Full name: _____

Address: _____

Telephone number: _____

E-mail address: _____

Insert additional blocks if there is more than one party to this Agreement.

hereinafter referred to as “**the Landlord**”; AND

Full name: _____

Address: _____

Telephone number: _____

E-mail address: _____

Insert additional signature blocks if there is more than one party to this Agreement.

hereinafter referred to as “**the Tenant(s)**”

each a “**Party**” and together “**the Parties**”

The managing agent for the Property (if any) is:

Business name: _____

Address: _____

Telephone number: _____

E-mail address: _____

hereinafter referred to as “**the Agent**”.

1. Other occupants

1.1. The Landlord agrees that the following person(s) may occupy the Property with the Tenant(s):

☐ The children of the Tenant or other dependents who are under 18 years of age at the start of the Tenancy.

☐ The following adults:

Full name: _____

Full name: _____

Insert additional signature blocks if there is more than one party to this Agreement.

hereinafter referred to as **“Members of the Tenant’s Household”**

1.2. For the avoidance of doubt, any person listed in clause B1.1 is not a Tenant(s) for the purposes of this Agreement.

2. General

2.1. The obligations and liabilities of the parties under this Agreement are joint and several.

2.2. The Landlord and the Tenant must ensure upon entering into the Agreement that the Tenant’s occupation of the Property is in accordance with the Control of Housing and Work (Jersey) Law 2012. In particular, the Parties must ensure that Article 19 is complied with, namely that the tenant must be in possession of an appropriate valid registration card.

2.3. Any obligation on the Tenant under the Agreement shall also require the Tenant to ensure that any Member of the Tenant’s Household or any visitor to the Property does not breach that obligation.

3. The Property

3.1. The Property let under this Agreement is:

(Insert the address of the Property and a description of it (e.g. one bedroom ground floor flat))

(Referred to as “the Property”)

3.2. The Property includes access to and use of the following amenities:

(Insert description of other facilities included with the Property – e.g. a garage, private garden)

3.3. In addition to the Property, the Tenant shall have access to and use of the following Common Parts and any land or premises (if any) that the Tenant is entitled under the terms of this Tenancy to use in common with the owners or occupiers of other properties:

(Referred to as "the Common Parts")

3.4. The Property is let unfurnished save for the items which are listed in the Inventory and Schedule of Condition attached to this Agreement (Annex A).

4. The rental period

4.1. The Property is let for a fixed term Tenancy ("**the Tenancy**") of _____ years.

4.2. The Tenancy begins on _____ and ends on _____, unless terminated early in accordance with the Landlord and Tenant break clause set out in Part F of this Agreement or by mutual agreement of the parties.

4.3. If the Tenant continues to live in the Property after the expiration of the fixed term Tenancy and no further tenancy has been entered into by the parties, then from the expiration of the fixed term the Tenant shall occupy the Property under a periodic tenancy.

5. The rent

5.1. The rent is £ _____ per week ☐ or per calendar month ☐ payable in advance.

The first payment of the rent shall be made on _____.

Further payments of the rent shall be made on _____.

5.2. The rent shall be paid by:

Cash ☐ Cheque ☐ Direct Debit ☐ Standing Order ☐

The Landlord's or Agent's bank account details, if applicable, are:

Account name: _____

Sort code: _____

Account number: _____

5.3. If the Tenant so requests, the Landlord will provide a rent book and a record of the Tenant's rent payments will be recorded in the rent book by the Landlord.

5.4. The Landlord may review the rent payable on the first anniversary of the start of the Tenancy and each anniversary of that date thereafter. In the event that the Landlord proposes to increase the rent payable by the Tenant, the increase shall not exceed the

percentage change in the Jersey Retail Price Index (if any) since the date of this Agreement or, as the case may be, the last review.

- 5.5. The Landlord will give the Tenant not less than 28 days but no more than 90 days' written notice of the Landlord's intention to increase the rent, if applicable.

6. The deposit

6.1. The Tenant is ☐ or is not ☐ required to pay a deposit.

6.2. The deposit amount (if any) is £_____.

6.3. If the Landlord requires the Tenant to pay a deposit, the Landlord shall protect the deposit with the Government of Jersey approved tenancy deposit scheme in force at the time of this Agreement, and shall supply the Tenant with written confirmation that the deposit has been protected in the scheme as soon as reasonably possible after the deposit has been protected with the scheme.

6.4. The deposit (if any) shall be repaid to the Tenant at the end or earlier determination of the Tenancy subject only to deductions for any reasonable sum properly incurred by the Landlord at the end of the Tenancy for the following purposes:

- (a) Except for fair wear and tear and damage in respect of which the Landlord is required to insure under this Agreement, to make good any damage to the Property, the Common Parts or any of the items listed in the Inventory and Schedule of Condition caused by the Tenant's failure to comply with the Tenant's obligations under this Agreement.
- (b) To replace any items listed in the Inventory and Schedule of Condition which are missing from the Property at the end of the Tenancy.
- (c) To pay any rent and other charges which remain unpaid at the end of the Tenancy.
- (d) Where the Tenant has failed to comply with Clauses C4.1 (c), (d) and (e) of this Agreement, to pay the reasonable cleaning costs incurred by the Landlord to remedy that failure.
- (e) Where the Tenant has made any addition or alteration to the Property or has redecorated the Property without the prior written consent of the Landlord (Clause C5.1), to cover the reasonable costs incurred by the Landlord in removing or reversing of any such addition or alteration or in reinstating the former decorative scheme.
- (f) Where the Tenant has failed to comply with the obligation under Clause C6.2 of this Agreement, to recover any reconnection charge paid by the Landlord.
- (g) Where the Tenant has failed to comply with Clause C8.3 of this Agreement, to cover the reasonable removal, storage and disposal costs incurred by the Landlord.

7. Parish rates and service charges

7.1. The following charges are included in and payable as part of the rent:

Insert list of charges included in and payable as part of the rent – e.g. water, oil and electricity

- 7.2. Where included in the rent (Clause B7.1), the charge for a service may be varied from time to time in accordance with the variation in the charge made by the service provider for the supply of that service but in any event shall not exceed the charge levied by the service provider. Where the Landlord seeks reimbursement of the charge for a service, this must be carried out in accordance with the Residential Tenancy (Supply of Services) (Jersey) Order 2013.

Part C – The Tenant’s obligations

1. Payment of rent

- 1.1. The Tenant agrees to pay the rent in full on the days and in the manner provided by this Agreement.
- 1.2. The Tenant shall be liable to pay interest of 3% above the Bank of England’s base rate on any rent that is more than 14 days overdue. The interest will be payable from the date on which the rent fell due until the date it is paid by the Tenant.
- 1.3. The tenant is not required to pay any premium, or key money, in respect of the Property.

2. Use of the property, pets and prohibited conduct

- 2.1. The Tenant must occupy the Property as the Tenant’s only or principal place of residence.
- 2.2. The Tenant must not use the Property for the purposes of a business, trade or profession, exhibit a plate or card indicating a trade, profession or business, in any window or upon any external part of the Property, or receive any paying guests or lodgers except with the prior written consent of the Landlord. It will not be unreasonable for the Landlord to withhold consent if the proposed use of the Property would cause a nuisance to the occupiers of neighbouring properties or significantly increase wear and tear to the Property.
- 2.3. The Tenant must not use the Property for the purpose of undertaking any illegal or immoral activity or any activity which is prejudicial to the safety of the Property or any adjoining or neighbouring properties.
- 2.4. Other than the Members of the Tenant’s Household listed in clause B2.1, the Tenant must not allow any other persons to occupy the Property without the prior written consent of the Landlord. It shall not be unreasonable for the Landlord to withhold consent if the proposed occupation of the Property would breach any statutory limitation or lawful restriction in force at the time of this Agreement.
- 2.5. The Tenant must not do anything to or on the Property or the Common Parts that may be reasonably considered a nuisance or annoyance to the occupiers of adjoining or neighbouring properties.
- 2.6. The Tenant must not cause or permit or suffer to be done on the Premises anything which is in breach of the Planning and Building (Jersey) Law 2002 the Building Bye-Laws (Jersey) 2007 or any amendment to or re-enactment thereof.
- 2.7. The Tenant must not glue stick or otherwise fix anything whatsoever to the exterior or interior of the Premises without the written consent of the Landlord (which consent shall not be unreasonably withheld or delayed).

- 2.8. The Tenant must not bring to the Premises any portable heaters fired by liquid or bottled gas fuels without the prior written consent of the Landlord (which consent shall not be unreasonably withheld or delayed but may be subject to such conditions as the Landlord deems fit) nor to store inflammable or dangerous substances at the Premises.
- 2.9. The Tenant must not smoke or to allow any invitees guests or any third parties to smoke in the Property and in the event of the Landlord finding the Premises to have been damaged or dirtied as a result of a failure to observe this clause the Tenant shall at its sole expense and at the direction of the Landlord clean, repair or redecorate such areas or items to a good and proper condition.
- 2.10. The Tenant must not leave any furniture items or rubbish whatsoever in any Common Parts serving the Premises.
- 2.11. The Tenant must not leave or allow or suffer to be left on the Premises or in the vicinity of the Premises any disused or derelict vehicle.
- 2.12. The Tenant must comply with all and any House Rules and/or Regulations in respect of *inter alia* the Premises and the Common Parts ancillary to the Premises to which the Landlord may be subject as owner of the Premises and which are made known to the Tenant by the Landlord at any time during the Term.
- 2.13. The Tenant must not hang any washing or other items from or on the heaters within the Premises or from any windows within the Premises.
- 2.14. The Tenant must not do anything that may cause the Landlord's insurance of the Property to be void or voidable.
- 2.15. The Tenant is responsible for arranging insurance of the Tenant's own contents and possessions.
- 2.16. The Tenant must not keep any pets or other animals at the Property without the prior written consent of the Landlord. If consent is given, it may be given on the condition that the Tenant pays an additional reasonable amount towards the deposit, or any other reasonable condition as the Landlord deems fit.

3. Assignment, sub-letting and lodgers

- 3.1. The Tenant must not assign the Tenancy, sub-let or otherwise part with possession of the Property or a part thereof without the prior written consent of the Landlord.
- 3.2. To pay the reasonable costs of the Landlord in dealing with any application to assign this Tenancy or sub-lease or licence the Property and the Contents or any part thereof whether or not the application results in an assignment or sub-lease or licence.
- 3.3. The Tenant must not take in lodgers or other paying guests at the Property without the prior written consent of the Landlord. It shall not be unreasonable for the Landlord to withhold consent if the proposed occupation of the Property would breach any statutory limitation or lawful restriction in force at the time of this Agreement.

4. Care and maintenance of the property

- 4.1. Save to the extent that any such matter is the responsibility of the Landlord, the Tenant must take reasonable steps to keep the Property, all items listed in the Inventory and Schedule of Condition, and the Common Parts (if any) well and substantially maintained in a good and clean state of repair, decoration and condition and sufficiently ventilated and warmed. This includes (but is not limited to):

- (a) To replace all broken glass in doors and windows and to keep all windows and doors (including locks) in good working order and properly cleaned, both inside and out.
 - (b) To take reasonable steps to keep the Property adequately ventilated and heated so as to prevent damage from condensation.
 - (c) To take reasonable steps to prevent frost damage occurring to any pipes or other installations in the Property, provided that the pipes or other installations were adequately insulated at the start of the Tenancy.
 - (d) To keep the interior of the Property and all items listed in the Inventory and Schedule of Condition clean and in good decorative repair and condition (fair wear and tear and damage for which the Landlord is required by this Agreement to insure, excepted).
 - (e) To keep all external areas of the Premises including any open areas, gardens, yards, patios balconies, walls, fences, driveways, and pathways (if any) neat, tidy and properly tended and maintained and free from obstruction at all times.
 - (f) To maintain preserve and protect any hedges trees and banks on the Premises and to trim trees hedges and banks so as to satisfy any Parish Roads Committee inspections of the branchage such trimming to be undertaken in a manner that causes minimal damage to the vegetation and to clear all cut material thereafter.
 - (g) Not to remove any trees or plants which may grow at the Premises without the prior consent in writing of the Landlord (which consent shall not be unreasonably withheld or delayed) nor to cut, fell, or otherwise damage any tree growing upon the Premises and to keep such trees free from ivy and parasitic growth which may damage them.
 - (h) To dispose of all rubbish in an appropriate manner and at the appropriate time.
 - (i) To keep all drains and gutters free from obstruction, and not to stop up or interfere with the soil or waste pipes serving the sanitary fittings in the Premises and take good care of and keep all sinks wash-hand basins showers baths lavatories other sanitary fittings and drains in good working order and to replace them forthwith if damaged and to make good at the Tenant's expense any blockage or damage whatsoever to any part of the Premises and/or the fixtures and fittings caused by the act or negligence of the Tenant or the employees agents workmen or invitees of the Tenant.
 - (j) To keep all electrical appliances and systems in the Premises in good working order and to replace them forthwith if damaged and not to overload the heating, lighting or power points in the Premises.
 - (k) To be responsible for testing on a regular basis any smoke detectors fitted in the Premises and to replace the batteries as necessary.
 - (l) To have any chimneys at the Premises swept as often as necessary.
- 4.2. The Tenant may detach and remove anything that the Tenant has fixed to the Property subject to the Tenant making good any damage caused by the Tenant's so doing.
- 4.3. The Tenant shall promptly replace and pay for any broken glass in windows at the Property where the Tenant, any Member of the Tenant's Household or any of the Tenant's visitors cause the breakage.
- 4.4. The Tenant must repair or replace any part of the Property and any items listed in the Inventory and Schedule of Condition which require repair or replacement as a result of the negligence or wilful act of the Tenant, any Member of the tenant's Household or any of the Tenant's visitors.

- 4.5. The Tenant must notify the Landlord as soon as reasonably possible about any repairs that are needed to the Property or to any items listed on the Inventory and Schedule of Condition which the Landlord is responsible.
- 4.6. The tenant is not required to purchase any fixtures, fittings, or movable property in general, in, for, or in respect of, the Property.

5. Alterations to the Property

- 5.1. Notwithstanding the provisions of Clause C4 above, The Tenant must take reasonable care:
- 5.1.1 Not to damage or destroy the Premises or any part thereof or to damage, lose or destroy the fixtures and fittings nor at any time to alter or interfere with the construction and decoration of the Premises, save as to the Tenant's liabilities referred under the Agreement, either externally or internally nor to alter the colour of any painted woodwork.
- 5.1.2 Not to make any alteration or addition to the Premises including (but not limited to) the erection of any satellite dish or aerial or similar apparatus, except with the express prior consent of the Landlord.
- 5.1.3 Only to affect any redecoration of any part of the Premises after having obtained the prior written consent of the Landlord (which consent shall not be unreasonably withheld or delayed).

6. Parish rates and service charges

- 6.1. Except where included in the rent, the Tenant must pay to the Parish (_____) or reimburse the Landlord for the payment of the Parish Occupier's Rate. The Rates (Jersey) Law 2005 provides that a person who is an occupier on the 1st January is liable for the Occupier's Rate for that year.
- 6.2. Except where included in the rent (Clause B7.1), the Tenant must pay to the service provider all charges for services used at or supplied to the Property during the Tenancy.

7. Access to and inspection of the property

- 7.1. The Tenant must give the Landlord, the Agent or any other persons acting on behalf of the Landlord access to the Property at reasonable times of the day for the following purposes:
- (a) To inspect the Property's condition and state of repair and verifying whether the Tenant is in compliance with the Tenant's obligations under the Agreement.
 - (b) To carry out the Landlord's repair and maintenance obligations under the Agreement.
 - (c) To show prospective tenants, purchasers or letting or estate agents around the Property during the last 3 months of the Tenancy only.
- 7.2. Without prejudice to Clause C7.4, The Landlord, Agent or any other person acting on behalf of the Landlord must give the Tenant at least 24 hours' prior written notice before exercising a right under Clause 7.1.
- 7.3. The Tenant agrees that if the Property is to be unoccupied for a period of more than 28 consecutive days, the Tenant shall give prior written notice to the Landlord, properly secure all locks and bolts to the doors windows and other openings at the Premises when leaving it unattended, and the Landlord may have access during the period for the

purposes of keeping the Property insured and taking such steps as may reasonably be necessary to mitigate the risk of damage to the Property during that period.

- 7.4. Notwithstanding the provisions of Clause C4 above, the Tenant agrees not to alter, change or install any locks on any doors or windows in or about the Premises or have any additional keys made for any locks without the prior written consent of the Landlord (which consent shall not be unreasonably withheld or delayed).
- 7.5. The Tenant must give the Landlord, the Agent or other any persons acting on behalf of the Landlord immediate access to the Property in the event of an emergency at the Property.

8. At the end of the Tenancy

- 8.1. The Tenant must give vacant possession and return all keys to the Landlord at the end of the Tenancy.
- 8.2. Except for fair wear and tear and damage for which the Landlord is required to insure under Agreement, the Tenant must return the Property and all items listed in the Inventory and Schedule of Condition to the Landlord in the same condition and state of cleanliness as they were at the start of the Tenancy.
- 8.3. The Tenant must remove all contents and possessions belonging to the Tenant and all rubbish from Property at the end of the Tenancy. If any such contents and possessions are left at the Property after the Tenancy has ended, the Tenant shall be responsible for meeting all reasonable removal, storage and disposal costs accrued by the Landlord.
- 8.4. The Tenant must provide the Landlord with a forwarding address at the end of the Tenancy

Part D – The Landlord’s obligations

1. Vacant possession

- 1.1. The Landlord must give the Tenant vacant possession of the Property at the start of the Tenancy.

2. Tenant’s right to quiet enjoyment

- 2.1. The Landlord must not interrupt or interfere with the Tenant’s right to quiet enjoyment of the Property so long as the Tenant pays the rent and observes the Tenant’s Obligations under this Agreement.

3. Parish rates and service charges

- 3.1. The Landlord shall pay the Parish Foncier Rate and the service charges (if any) included in and payable by the Tenant as part of the rent set out in Clause B7.1.

4. Landlord’s consent

- 4.1. To the extent that this Agreement requires the Tenant to obtain the prior written consent of the Landlord before the Tenant does something in respect of the Property, that consent shall not be unreasonably withheld or delayed by the Landlord.

5. Repair and maintenance

- 5.1. The Landlord must:

- (a) Keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows).
 - (b) Keep in repair and proper working order the service installations in the Property for the supply of water, oil, gas and electricity and for sanitation.
 - (c) Keep in repair and proper working order the installations in the Property for space heating and heating water.
 - (d) Keep in repair and proper working order all items listed in the Inventory and Schedule of Condition attached to this Agreement.
- 5.2. If the Property forms part only of a building and the Landlord retains ownership or control over other parts of the building, the Landlord shall take reasonable care to keep the parts in repair.
- 5.3. The Landlord is not required:
- (a) To repair or replace any part of the Property or any items listed in the Inventory and Schedule of Condition which require repair or replacement as a result of the failure of the Tenant, any Member of the tenant's Household or any of the Tenant's visitors to comply with the Tenant's obligations under Part C of this Agreement.
 - (b) To rebuild or reinstate the Property in the case of destruction or damage by fire, storm or flood.
 - (c) To keep in repair or maintain any of the possessions belonging to the Tenant.

6. Insurance and rent suspension

- 6.1. The Landlord must insure the Property and all items listed in the Inventory and Schedule of Condition against fire, flooding and other risk usually covered by a comprehensive insurance policy. The Landlord must make all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible.
- 6.2. In the event that the Property, or any part of it, is rendered unfit for occupation as a result of any damage against which the Landlord is required by this Agreement to insure, then the Tenant shall not be required to pay the rent, or a proportionate part of the rent according to the extent of the damage, in respect of any period from the date of the occurrence of the damage until the Property, or the damaged parts of it, are restored and fit for occupation by the Tenant.
- 6.3. The provisions of clause D6.2 shall not apply where the damage to the Property, or any part of it, was caused by the negligence, wilful act or failure of the Tenant, Member of the Tenant's Household or visitor to comply with the Tenant's obligations under this Agreement.

7. Breaches of the Agreement

- 7.1. In the event that the Tenant breaches one or more provisions of this Agreement, the Landlord shall serve notice on the Tenant to cease the conduct that constitutes the breach, or to take reasonable steps within 7 days after the service to rectify the breach, or to do both those things.
- 7.2. If the Tenant fails to comply with the notice, the Landlord may apply to the Court for an order for the termination of the Tenancy and the eviction of the Tenant.

Part E – Additional terms between the parties

1. Additional terms

1.1. The parties to this Agreement have agreed the following additional terms:

This space can be used to record any additional terms that are specific to the Tenancy expressly agreed between the Landlord and the Tenant. It must not be used to contradict other clauses in the Agreement or to attempt to exclude or limit the legal rights and obligations of the parties.

Part F – Break clause and renewal of Tenancy

1. Break clause

1.1. The Tenant may terminate the Tenancy before the end date specified in clause B4.2 by giving the Landlord at least 3 months' prior written notice, and the Tenancy shall expire on a day on which the rent is payable. The Tenant shall not be permitted to give notice under this clause within the first year of the Tenancy.

2. Renewal of the Lease

2.1. If the Landlord does not intend to renew or, as the case may be, further renew the Tenancy, the Landlord shall give the Tenant prior written notice if the Tenancy or the latest renewal of the Tenancy is for a term –

- (a) Not exceeding two years, by no later than the last day on which the rent is due to be paid;
or
- (b) Exceeding two years, by at least three months before the expiry of that term.

Part G – Service of notices

1. Service of notices

1.1. The Landlord and the Tenant agree that any notices given under or in connection with this Agreement which are required to be given in writing may be served on the Landlord during the Tenancy:

- (a) by delivering it to the Landlord or the Agent's at the address;
- (b) by leaving it at the Landlord or Agent's address at the address;
- (c) by registered post; or
- (d) by the recorded delivery service.

1.2. The address for service of notices is:

1.3. The Landlord and the Tenant agree that any notices given under or in connection with this Agreement which are required to be given in writing may be served on the Tenant during the Tenancy:

- (a) by delivering it to the Property;
- (b) by leaving it at the Property;
- (c) by registered post; or
- (d) by the recorded delivery service.

Part H – Signatories to the Agreement

1. Signatures

1.1. The Landlord and the Tenant sign their names below in confirmation of this Agreement, in the presence of two persons called as witnesses, the Tenant having been given a minimum of one clear working day to consider the terms of this Agreement:

The Landlord

Full name: _____

Signature: _____

Date: _____

The Landlord's witness

Full name: _____

Signature: _____

Date: _____

The Tenant

Full name: _____

Signature: _____

Date: _____

The Tenant's witness

Full name: _____

Signature: _____

Date: _____

Insert additional signature blocks if there is more than one party to this Agreement.

ANNEX VII

Terms of Reference

Environment, Housing and Infrastructure Scrutiny Panel

Draft Residential Tenancy (Jersey) Amendment Law 202- Review

Terms of Reference

1. To examine whether the draft legislation is fit for purpose and how it will meet its intended aims, including:
 - more settled, longer tenancies
 - security of tenure for tenants
 - stable rental return for landlords
 - creation of provisions that allow landlords to deal with unforeseen circumstances or problematic tenants
 - provision of clear responsibilities for landlords and tenants.
2. To identify any effects and/or unintended consequences of the draft legislation on tenants, landlords and letting agents and on the wider housing market.
3. To assess whether the draft legislation will be achievable and sufficiently flexible in its implementation.
4. To conduct a jurisdictional comparison on similar legislation.
5. To examine how the Rent Tribunal will work in practice, whether it meets its intended aims and assess any costs and resourcing implications to ensure there is adequate provision in place.

ANNEX VIII

Bibliography

Bibliography

England – The Renters Rights Bill 2024-2025, Explanatory Notes

Germany - [Tenancy law: Landlord and tenant rights explained by a lawyer](#)

Federal government advice on [Housing](#)

Ireland - Citizens Information Ireland - [Tenants' rights to stay in rented accommodation](#)

[Termination of Tenancies - Irish Legal Guide](#)

New Zealand - [Tenancy Services](#) – Part of the Ministry of Business, Innovation and Employment.

Northern Ireland - [Private Tenancies Act \(Northern Ireland\) 2022 | Department for Communities](#)

Scotland – The Private Housing (Tenancies) (Scotland) Act 2016 and

[Ending the tenancy: notice to leave - Private residential tenancy: information for landlords - gov.scot](#)

The Residential Tenancy (Jersey) Law 2011

The Residential Tenancy (Jersey) Amendment Law 202-

[Residential Tenancy Law - the way forward Ministerial statement 22 April 2024.pdf](#)

The proposed policy direction for the rental sector in Jersey presented to the States on the 29th July 2015 by the then Minister of Housing. [R.087-2015 Rental sector in Jersey- proposed policy direction \[MinisterHousing\]](#)

The public hearing of the Environment, Housing and Infrastructure Scrutiny Panel's review of the Draft Residential Tenancy (Jersey) Amendment Law held on the 7th May 2025.

The public hearing of the Environment, Housing and Infrastructure Scrutiny Panel's review of the Draft Residential Tenancy (Jersey) Amendment Law held on the 9th June 2025.

Wendy Wilson, House of Commons Library, *Private Rented Housing: the rent control debate*, October 2022

Whitehead and Williams LSE 2018 Emeritus Professor Whitehead C; Williams P: *Assessing the evidence on Rent Control from an International Perspective*, Residential Landlords Association, October 2018,

Whitehead and Williams LSE 2019 Christine Whitehead and Peter Williams, *From ideas to reality: longer term tenancies and rent stabilisation – principles and practical considerations*, December 2019