

STATES OF JERSEY



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

**Presented to the States on 4th September 2025
by the Minister for Housing**

STATES GREFFE

COMMENTS

I am pleased to present, in summary, the amendments (and amendments to amendments) to the [Draft Residential Tenancy \(Jersey\) Amendment Law 202-](#) (P.24/2025) and to set out my comments in response. I hope this will help States Members navigate what are complex legislative amendments and vote from an informed position.

I am grateful to the Environment, Housing and Infrastructure Scrutiny Panel (EHI Panel), for having undertaken a thorough review of the Draft Amendment Law. I recognise the scrutiny process is an important part of upholding standards and building public confidence in the law-making process, and I am equally grateful to the public and key stakeholders in their engagement with this.

The EHI Panel presented several findings and recommendations, supported by evidence presented by their appointed independent expert advisor and findings from their public consultation on my proposals. This has been met with several proposed amendments to the Draft Amendment Law. I am presenting my response to the EHI Panel's report, findings and recommendations separately, but the focus here is my response to the Panel's amendments.

The EHI Panel has been clear that through their work, they have established that "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".

Whilst I do not agree with all the EHI Panel's amendments, there are many I do agree with and am pleased to accept. The important point to make is that the Panel has put forward constructive amendments that operate within the overall legislative framework of the Draft Amendment Law. I would therefore encourage States Members to have particular regard for these amendments and my responses to them. This is where I believe the heart of debate should be, which can help us achieve a consensus that will make things better for the Islanders we represent.

I have myself brought several technical amendments that ensure the policy intent of the Draft Amendment Law is realised in relevant areas or respond to valid feedback from stakeholders. It is my hope that States Members will allow the Draft Amendment Law to be taken as amended by my technical amendments.

It will be evident to States Members that I consider some of the amendments to not only wholly negate P.24/2025 but also to make the residual legislation left behind even worse, and likely unviable in certain respects. I therefore urge States Members to read my comments about these amendments carefully.

Statement under Standing Order 37A [Presentation of comment relating to a proposition]

The comments were submitted just moments after the noon deadline, due to a rush to finalise detailed and comprehensive comments covering a complex set of amendments and last-minute considerations needing to be made over the way the running order for amendments may affect the possible outcomes

Amendment	Proposer	Parts (where relevant)	Description	Minister for Housing initial voting position	Link to comments (CTRL + CLICK)
Draft Residential Tenancy (Jersey) Amendment Law 202-(P.24/2025): amendment. (P.24/2025 Amd)	Deputy Bailhache	See details below	Comprehensive amendment dealing with several parts of the Draft Amendment Law. Proposes scrapping all provisions for rent increases, the Rent Tribunal and new tenancy types (initial-term and periodic tenancies), in effect deleting all substantive provisions of the Draft Amendment Law.	REJECT	Link to P/24.2025 Amd. comments
		<u>Capping of rent increases and establishment of Rent Tribunal</u> 1(2), (4), (5), (6), and (7) 4(2) to (6) 8 11 13 14(2) and (5) 19 20	Deletes all articles related to the capping of rent increases and the establishment of a Rent Tribunal, save from the requirement for landlords to submit rents charged data.	REJECT	
		<u>Periodic tenancies</u>	Deletes all new provisions regarding new tenancy types (mistitled as simply “periodic tenancies”) – including	REJECT	

Amendment	Proposer	Parts (where relevant)	Description	Minister for Housing initial voting position	Link to comments (CTRL + CLICK)
		1(1), (3), (5), (6), and (7) 2 3 4(1) 5 6 7 9 10 12 14(1) and (5) 15 16 17 18	how an initial term is ended and dealing with break clauses within an initial (fixed) term. Retains a couple of minor amendments, including the amendments to what happens when a unit is uninhabitable and the requirement for landlords to have insurance.		
		<u>Civil penalties</u> Amendment 14(3) to (5)	Deletes regulation-making powers for authorised officers' powers of investigation and the creation of civil penalties.	REJECT	
Draft Residential Tenancy (Jersey) Amendment Law 202-(P.24/2025):	EHI Panel		EHI Panel's Amendment B1 (to Deputy Bailhache's amendment) intends to end the practice of "silent non-renewals" by legislating for what happens when a fixed	REJECT	link to P.24/2025 Amd. Amd. comments

Amendment	Proposer	Parts (where relevant)	Description	Minister for Housing initial voting position	Link to comments (CTRL + CLICK)
amendment – amendment			term ends (and the giving of notice at the end of a fixed term to prevent it rolling into a periodic tenancy). Amendment to an amendment B1 deals with break clauses/ending an initial term early in the same way as the EHI Panel’s Amendment B2 (to the Draft Amendment Law), which Minister for Housing has proposed an amendment to.		
Draft Residential Tenancy (Jersey) Amendment Law 202-(P.24/2025): amendment (P.24/2025 Amd.) – second amendment	Deputy Scott		Amendment to Deputy Bailhache’s amendment to reflect amendments proposed by Deputy Scott in Draft Residential Tenancy (Jersey) Amendment Law 202-(P.24/2025): sixth amendment . Deputy Scott’s proposals are as follows: • To enable a rent tribunal to be established by Regulations with non-exclusive jurisdiction over rent increases above a specified threshold. • To require the Petty Debts Court to consider rent tribunal’s decisions in relevant proceedings, should a tribunal ever be enacted. • To provide for a limited situation in which fixed term leases would convert into periodic tenancies.	REJECT	link to P.24/2025 Amd. Amd. 2 comments

Amendment	Proposer	Parts (where relevant)	Description	Minister for Housing initial voting position	Link to comments (CTRL + CLICK)
			- To support tenants by requiring landlords to inform them in lease documentation of their rights and potential resources in the event of any rent increase and any proceedings being brought by the landlord to recover rent from, or to evict, the tenant; and - To enable provisions regarding rent information to be brought by Regulations rather than Ministerial Order. This amendment to an amendment groups articles according to subject matter. But the only amendment that could be taken separately to the other amendments would be amendment 4		
Draft Residential Tenancy (Jersey) Amendment Law 202-(P.24/2025): second amendment	Minister for Housing		Six relatively minor technical amendments to ensure Draft Amendment Law operates as intended in specific areas and acts on feedback from EHI Panel consultation, covering the following areas: - Clarifying where further fixed terms are allowed in certain circumstances - Ending an initial term early - Reasons to end a tenancy: Agency worker's employment ending	ACCEPT	link to P.24/2025 Amd. 2 comments

Amendment	Proposer	Parts (where relevant)	Description	Minister for Housing initial voting position	Link to comments (CTRL + CLICK)
			- Reasons to end a tenancy: Tenant's work permit expiring - Eligibility for Rent Tribunal membership - Jurisdiction and appeals – power to make rules of court		
Draft Residential Tenancy (Jersey) Amendment Law 202-(P.24/2025): third amendment	Deputy Renouf		Amendment would alter proposed rent increase cap (RPI or 5%, whichever is lower), by removing the 5% figure. New rent increase cap would be RPI. There is a crossover between the third amendment and Amendment A1 (Rent limit powers) proposed within the fourth amendment. Amendment A1 retains the 5% metric (whilst attempting to make it a statutory floor) whilst the third amendment seeks to remove it. If the third amendment is debated and approved before the debate on the fourth amendment (Amendment A1), EHI Panel's amendment would fall.	ACCEPT	link to P.24/2025 Amd. 3 comments

Amendment	Proposer	Parts (where relevant)	Description	Minister for Housing initial voting position	Link to comments (CTRL + CLICK)
* Draft Residential Tenancy (Jersey) Amendment Law 202-(P.24/2025): fourth amendment	EHI Panel	Amendment A1 – Rent limit powers 11(1)	Amendment retains percentage figure of rent increase limit and allows it to be increased and decreased by Regulations but sets statutory floor so that the percentage figure cannot be reduced below 5%. There is crossover between Amendment A1 and the third amendment (as described above). Amendment A1 would fall away if the third amendment is approved in full.	REJECT	Link to P.24/2025 Amd. 4 comments
		Amendment A2 – Rent Tribunal Members qualifications 8 10 11(2) 11(3) 11(4) 11(5) Amendment A3 – Rent Tribunal as a reactive body	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. 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 order.	ACCEPT	

Amendment	Proposer	Parts (where relevant)	Description	Minister for Housing initial voting position	Link to comments (CTRL + CLICK)
		7 10 11(2) 11(3)	To note, it is understood that Amendments A2 and A3 must be voted on together due to amendments 10 and 11(2) being relevant to both.		
		<u>Amendment B2 – Equality of break clauses</u> 1 2(1) 2(2) 12	To ensure that any break clauses within residential tenancy agreements for ending an initial fixed term operate equally for both the landlord and tenant. Minister for Housing amendment to Amendment B2 is detailed below.	AMEND	

Amendment	Proposer	Parts (where relevant)	Description	Minister for Housing initial voting position	Link to comments (CTRL + CLICK)
		<u>Amendment B3 – No reason notice for landlords to end periodic tenancies</u> 3	To allow landlords to end a periodic tenancy without giving a reason, provided they give at least 12 months' written notice.	ACCEPT	
		<u>Amendment B4 – “Not allowed” grounds for notice</u> 4	To Article 6F(1) to replace the term “not allowed” with “not applicable” in the columns (a) to (f) ¹ of the statutory table of grounds for notice.	ACCEPT	
		<u>Amendment C1 – Illegality and nuisance</u> 5 9	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” Amendment C1 is similar to Minister for Housing's fifth amendment (P.24/2025 Amd.5)	REJECT	
		<u>Amendment D1 – Removal of criminal</u>	To remove criminal penalties from the primary legislation and place them in secondary legislation.	REJECT	

¹ It is noted that the EHI Panel mis-references these columns – the correct columns are columns (a) to (d).

Amendment	Proposer	Parts (where relevant)	Description	Minister for Housing initial voting position	Link to comments (CTRL + CLICK)
		<u>penalties from the primary legislation and place into secondary legislation</u> 6			
Draft Residential Tenancy (Jersey) Amendment Law 202-(P.24/2025): fourth amendment (P.24/2025 amd.(4)) – amendment	Minister for Housing		To amend EHI Panel’s amendment B2	ACCEPT	Link to P.24/2025 Amd. 4 Amd. comments
Draft Residential Tenancy (Jersey) Amendment Law 202-(P.24/2025): fifth amendment	Minister for Housing		To amend Article 6G(2)(n) to: • Remove requirement for police officer or states employee attendance. • Require landlords to give a tenant clear and detailed written notice (fair warning) to stop and/or correct ‘serious or repeat nuisance behaviour’ or ‘serious or repeat interference with peaceful enjoyment’, that must be reasonable in all circumstances, before 7-day notice can be served.	ACCEPT	Link to P.24/2025 Amd. 5 comments

Amendment	Proposer	Parts (where relevant)	Description	Minister for Housing initial voting position	Link to comments (CTRL + CLICK)
			Amendment is similar to EHI Panel's Amendment C1, insofar as both remove requirement for police officer or states employee attendance. But fifth amendment goes beyond C1, offering tenants a higher level of protection, more in line with EHI Panel review observations on concerns about notice with 7-day duration.		
Draft Residential Tenancy (Jersey) Amendment Law 202-(P.24/2025): sixth amendment	Deputy Scott		The sixth amendment takes its cue from the first amendment (lodged by Deputy Bailhache), making broad deletions of the Draft Amendment law, removing most provisions for tenancy types, rent stabilisation and the Rent Tribunal, and removing the regulation-making powers for civil penalties and powers of investigation for authorised officers. It also deletes transitional provisions. Through the sixth amendment, Deputy Scott intends to do the following: 1. “Replace the restriction on landlords to grant fixed term leases with a more limited situation in which a fixed term lease will become periodic.	REJECT	Link to P.24/2025 Amd. 6 comments

Amendment	Proposer	Parts (where relevant)	Description	Minister for Housing initial voting position	Link to comments (CTRL + CLICK)
			2. reinstate the Ministerial powers to prescribe required notice periods for different classes of periodic lease (e.g., based on length of occupation of the premises). 3. reinstate the jurisdiction of the Petty Debts Court in matters of rent control and eviction, while ensuring tenants are aware of its powers and their rights in these areas. 4. replace the current provision for the Rent Tribunal with a provision enabling the establishment of a rent tribunal in Regulations, with power for a rent tribunal to decide what are reasonable rent increases, and the Regulations to determine the appropriate threshold to be exceeded for a rent increase to fall within a rent tribunal's jurisdiction. 5. removal of civil penalty Provisions. 6. rent information provision to be brought by Regulations approved by the States Assembly rather than Ministerial Order".		
Draft Residential Tenancy (Jersey) Amendment Law 202-(P.24/2025): sixth	Deputy Scott		Minor amendment to Deputy Scott's own amendment which expands on the proposed criteria under the sixth amendment's proposed new Article 24(1)(lb)(ii).	REJECT	Link to P.24/2025 Amd. 6 Amd. comments

Amendment	Proposer	Parts (where relevant)	Description	Minister for Housing initial voting position	Link to comments (CTRL + CLICK)
amendment (P.24/2025 Amd.(6)) – amendment					

Table 1 - List of Amendments

P.24/2025 First Amendment

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

Lodged by: Deputy Philip Bailhache

Minister for Housing comments

Initial view: **REJECT**

Further to my [initial short response](#) to the first amendment lodged to P.24/2025 from Deputy Bailhache², I want to elaborate on my serious concerns about this wrecking amendment and urge States Members to join me in rejecting it entirely.

To recap, the Deputy has proposed scrapping all the provisions for rent increases, the Rent Tribunal and new tenancy types (initial-term and periodic tenancies). In short, he wants to delete the entire [Draft Residential Tenancy \(Jersey\) Amendment Law 202-](#) (Draft Amendment Law), completely defeating the policy objectives of my proposition.

Deputy Bailhache's intent is not hidden, in that he openly states that his amendments "*seek to delete much of what is proposed by the Minister*", that he wishes to "*reinstate the existing law*", and wants to "*maintain the status quo*". In fact, his amendments are so severe that he does not retain any of the transitional provisions, knowing full well that there is no law left to necessitate transitional arrangements.

Technical issues arising from this wrecking amendment

As well as negating the purpose of P.24, the amendment also gives rise to several major technical issues that, in my opinion, risk leaving us with a law that in some areas will be inoperable and in others will be a backwards step. This is a consequence of the Deputy choosing to vitiate the Draft Amendment Law through a complex set of amendments to achieve the effect of preserving the status quo, rather than just argue for the rejection of the Draft Amendment Law and leave the 2011 law intact in its current form.

Issues with taking this amendment in parts

Deputy Bailhache plans to ask for votes on these amendments be taken in three parts: '*the capping of rent increases and establishment of the Rent Tribunal*', '*periodic tenancies*', and '*civil penalties*'. This appears to invite members to delete substantive swathes of the Draft Amendment Law, even if there are only some aspects they may not fully agree with. With reference to periodic tenancies, and the capping of rent increases and establishing the Rent Tribunal, Deputy Bailhache risks one part being accepted but the other being rejected, which would undermine the coherence and effectiveness of the legislation. I will not support this and urge States Members to reject such a proposal. It would fatally compromise the functioning and intent of the Draft Amendment Law and could put tenants' rights in a worse place than the current situation.

For example, if rent stabilisation was introduced without the requirement for tenancies to become periodic (with a list of reasons for notice to end a tenancy), there would be nothing to stop landlords simply keeping tenants on recurring fixed term agreements and resetting the rent between tenancies (albeit with a sitting tenant), or ending a periodic tenancy with no fault notice to avoid rent stabilisation, or in response to a tenant having asserted their right to appeal a rent increase at the Rent Tribunal.

Conversely, if the new tenancy types that require specific reasons for notice were introduced without rent stabilisation, there would be nothing to protect tenants from

² <https://statesassembly.je/publications/comments/2025/p-24-2025-amd-com>

excessive rent increases or, indeed, being “priced out” of their tenancies by landlords, undermining the policy objective of enhancing security of tenure.

How this amendment compromises the operation of the law

Deputy Bailhache’s amendment would also compromise the operation of the existing law in at least one important way. He proposes keeping the Draft Amendment Law’s Article 8 amendment in place, which seeks to amend Article 9 of the existing Law that deals with uninhabitable premises. This would mean that Article 9(b) of the existing law (which gives the court the power to vary or terminate an agreement if the property is deemed uninhabitable) would no longer exist, and there would be no alternative in its place because Deputy Bailhache deletes Part 3 of the Draft Amendment Law, including Article 6F(1)(h) which allows a tenancy to be ended if the residential unit is deemed uninhabitable.

In another example, Deputy Bailhache’s amendment retains the Draft Amendment Law’s requirement for landlords to have insurance (Schedule 2 paragraph 5). However, his amendment deletes proposed new Schedule 1 paragraph 15, presumably because it refers to Article 6G(2)(j) which he deletes by removing Part 3. This paragraph would have required any obligations under the landlord’s insurance policy that could be breached by a tenant to be set out in the tenancy agreement. By retaining the requirement for a landlord to have insurance but removing the need for there to be any reference as to what this insurance may cover, there is no easy means of verifying whether a landlord has insured the property. Deputy Bailhache also deletes the regulation-making power for authorised officers to have powers of investigation, which would, if needed, allow an officer to acquire a copy of the insurance document – as per Article 24(1)(f)(i) – to validate compliance with Schedule 2 paragraph 5.

These are technical but nonetheless important points. In his haste to expunge the Draft Amendment Law through wholesale deletion, Deputy Bailhache compromises both the operation of the proposed Draft Amendment Law as well as the operation of the existing law, resulting in unintended consequences that he has evidently not considered.

I have written to the Bailiff and attended the Bailiff’s chambers in person to make representations that Deputy Bailhache’s amendment breaches Standing Orders and would have negative consequences if adopted or partially adopted. I have also brought these matters to the attention of the Environment, Housing & Infrastructure EHI Panel.

Misleading statements made in the report to the amendment

I think it is important that I also take this opportunity to deal with a substantial number of the misleading comments made by Deputy Bailhache.

Fairness for tenants and landlords

Deputy Bailhache’s claim that my proposition is “*ideologically driven by a conviction that the private rental sector is inherently undesirable*” is false and (given that I have already rejected this claim during States questions) amounts to impugning my integrity. The claim is also somewhat ironic, given the multiple ideological claims made in the Deputy’s report.

Deputy Bailhache states that my primary law amendments “*would fundamentally change the nature of the landlord/tenant relationship*” and that “*tenanted premises would no longer be the property of the owner*”. This is patently absurd, and they do nothing of the kind. A landlord will still be a landlord, a tenant will still be a tenant, they will still be in a contractual relationship that gives a tenant exclusive use of the

landlord's property until such a time as the landlord lawfully regains vacant possession. There is no fundamental change. A landlord who needs their property back can still get it back for the reasons set out in the law.

The provisions for the Draft Amendment Law were tested during a period of focused stakeholder engagement pre-lodging. I have retained the option of a fixed term (initial term), a light touch form of rent stabilisation (that allows for exemptions and exceptions to the rent increase cap) is being introduced, and the statutory reasons for notice reflect feedback from landlords and industry professionals. These measures are proportionate and will work.

Rent stabilisation and the Rent Tribunal

Opponents of any kind of intervention in the rental sector (whether that's this package of measures, or the minimum health and safety standards) proclaim routinely that there is not enough data to justify change, and therefore there can be no change. If this logic was followed slavishly there would be few laws, if any. There is no perfect dataset out there, but this should not be an excuse for inaction. However, in the report for the Draft Amendment Law, I make reference to published documents that evidence the concerns that Islanders have about the cost of rents³.

Deputy Bailhache claims that "*no justification has been produced*" for rent stabilisation or a Rent Tribunal. This is evidently untrue. I have been on public record countless times setting out the justification for rent stabilisation. A paper published on the States Assembly website (*Rent Stabilisation: Decision-making process for rent stabilisation metric*⁴) explains how the rent increase metric was selected.

As the Chief Minister put it during the debate on the principles on 9 July, the RPI or 5% rent increase "cap" is more of a bar, which – if exceeded – allows proposed rent increases to be determined by an independent Rent Tribunal. This process is designed to avoid punitive regulation of rent stabilisation measures. Indeed, it takes a passive approach, engaged only if a tenant decides to appeal the rent increase because they have a reason to doubt its legitimacy and wish to challenge it based on the statutory exceptions set out in the Draft Amendment Law. Outcomes result only in a decision on the rent increase level⁵ and a small civil debt to the other party if the tenant has either over or underpaid their rent whilst waiting for a determination.

A means of regulating the statutory rent stabilisation provisions is needed; and a sensible and reliable means of doing so is through an independent tribunal, a model applied through other important laws in Jersey and ably administered by the Tribunal Service of the Judicial Greffe. It is also worth pointing out that in 2023 the States Assembly voted to "*establish a body such as a Rent Tribunal to adjudicate on housing disputes*"⁶. Deputy Bailhache misrepresents the disused Rent Control Tribunal (RCT) as incontrovertible evidence that "*rent control*" does not work. The reality is that the 1993

³See page 11 of the Report of the [Draft Residential Tenancy \(Jersey\) Amendment law 202-](#)

⁴ [RTL-Economic-Rationale-for-Rent-Cap-Rationale-Paper](#)

⁵ The minimum rent increase the Rent Tribunal can set is the amount allowed in Article 7A(3) (RPI, capped at 5%), and the maximum allowed would be the amount originally proposed by the landlord. The difference is likely to be a few percentage points, at most, and it would apply from the time that the rent increase was lawfully due to take effect (i.e., at least 2 months after notifying the tenant of a rent increase and a year after the most recent rent review).

⁶ [P.18/2023 - Rent Control Measures](#), proposed changes to the Residential Tenancy (Jersey) Law 2011.

Dwelling Houses (Rent Control) regulations⁷ introduced a standard tenancy agreement (with an in-built annual rent increase cap set at RPI), the use of which exempted tenancies from the RCT. It therefore stands to reason that by circa 1998, when the RCT was last appointed, there was little call on it as many tenancy agreements in Jersey would have been exempted.

It is widely accepted that the RCT legislation is outdated and incompatible with the principles of rent stabilisation. The RCT has the power to set rent levels, which is a much more stringent form of rent control than anything being proposed under the Draft Amendment Law⁸.

It may be helpful to set out how I think the Rent Tribunal is likely to work in practice. I suspect most landlords who wish to increase rent reasonably by more than the statutory limit, and who engage sensibly and in good time, will have their proposed increase accepted by tenants and the Rent Tribunal will play no part. In cases where a tenant disagrees, they would have the right to ask the Rent Tribunal to decide if the increase is okay. The landlord would have the opportunity to explain why and offer reasonable evidence (such as invoices from contractors if there have been improvements to the tenant's benefit) and the Rent Tribunal would decide whether the rent increase was reasonable in the circumstances. That's it. The qualified, able and sensible Islanders who will serve on the Rent Tribunal would not be operating in a "*fog of ignorance*" as so colourfully described by Deputy Bailhache but will instead use their experience and apply common sense for a fair outcome.

Importantly, the statutory reasons for notice under periodic tenancies mean that tenants can approach the Rent Tribunal with confidence because they will know a landlord cannot simply end their tenancy because they have asserted their legal rights.

New tenancy types (initial term and periodic tenancies)

Deputy Bailhache claims that the requirement for landlords to set down the contractual relationship with their tenant in writing, so that both parties understand their obligations, "*is justifiable*" and was "*achieved*" by the Residential Tenancy (Jersey) Law 2011 (RTL). Whilst this rare endorsement for my efforts is welcome, it is not true to say that this was achieved by the RTL. When it was enacted over a decade ago, the RTL introduced some basic protections and terms of agreement, but these did not go far enough. Deputy Bailhache deletes the proposal for initial (fixed) term tenancy agreements to specify the requirements that parties must satisfy to end a tenancy early⁹. This is an important addition to the Draft Amendment Law, where statutory protections are lacking under the existing law.

Deputy Bailhache queries whether the period of uncertainty that tenants face when they are coming up to a renewal of their lease "*constitutes an actual problem*". He goes on to state that "*in many cases, an initial fixed term contract is followed by a monthly tenancy on essentially the same terms through a legal process known as reconduction tacite (tacit renewal)*." That is indeed the case, but what he does not impart is that tacit renewal, by its nature, is not devoid of its own uncertainty. A lease existing by tacit renewal depends on the implied intention of the parties, evidenced by their actions. There must also be an appreciable period (at least one month) of occupancy in exchange

⁷ [Dwelling-Houses \(Rent Control\) \(Standard Tenancy Agreement\) \(Jersey\) Regulations 1993](#)

⁸ For the avoidance of doubt, the Dwelling Houses legislation that provides for the RCT will be repealed when the Draft Amendment Law is enacted.

⁹ Schedule 1, Paragraph 12 – Article 16(3) of Deputy Bailhache's amendment

for rent before this further tenancy arises. The Draft Amendment Law improves this situation, making it clear that if notice is not given before the end of a fixed term, the landlord and tenant can both be certain that a periodic tenancy begins.

The uncertainty that tenants face when they come to the end of their fixed term agreement under the existing law can be characterised not only by the process of tacit renewal, but also in the case of a renewal. A tenant's personal circumstances or housing needs can change quickly, and it can be a huge personal and financial commitment to agree to the tenancy being renewed for a further term, often a year or more, where the alternative could be for the tenancy to end.

Deputy Bailhache states that a fixed term lease gives tenants more security of tenure than a periodic tenancy, which may well be the case in the current system, where periodic tenancies can be ended without giving a reason. The Draft Amendment Law remedies this, enhancing tenants' security of tenure in periodic tenancies by introducing a list of reasons for notice in statute, which set out reasonable circumstances for a landlord to regain vacant possession. Tenants also have the flexibility of being able to serve notice should their circumstances change.

Deputy Bailhache asserts that the "*vagaries of life are too varied*" to provide for a set of statutory reasons for notice where a landlord can reasonably end a tenancy. He uses the example of an elderly couple with a granny flat on their property who have a tenant who is behaving unacceptably but whose behaviour falls outside the statutory reasons for notice under Article 6F¹⁰. The implication of the Deputy's argument is that there should be an easy means of ending the tenancy (depriving someone of their home), even if the behaviour of the tenant is not illegal or a nuisance – or indeed, in breach of the tenancy agreement – but just happens to be unacceptable from the point of view of the landlord. A line must be drawn somewhere; my concern is that if a tenancy could be ended for such a subjective statutory reason, it could become a substitute for a 'no fault' eviction.

It must be said that whilst I am confident that Article 6F and corresponding Article 6G provide a comprehensive list of reasons for notice, it is possible that not every conceivable reason for notice is addressed. Helpfully, new Article 24(1)(1a) of the Draft Amendment Law provides a regulation-making power for the States Assembly to add, remove or change the reasons for which a landlord may end a residential tenancy.

Deputy Bailhache describes tenants who have been in occupation for extended periods as being like "*gold dust*" for landlords. It is therefore not obvious to me why the Deputy has a problem with periodic tenancies that provide conditions conducive to tenants enjoying long and secure tenancies, whilst allowing landlords to regain possession of their property for good reasons, such as sale, moving back in, redevelopment work, or for care reasons.

Civil penalties

In addition to wrecking the crucial provisions of the Draft Amendment Law, Deputy Bailhache seems to have taken a dislike to the regulation-making power to create civil penalties.

¹⁰ The reasons for notice and notice periods for initial term and periodic tenancies are contained in Table 1, pages 9-10, of the Report of the [Draft Residential Tenancy \(Jersey\) Amendment law 202-](#)

Introducing a regulation-making power for civil penalties is intended to futureproof the law by making it more flexible as to how it can deal with offences and penalties than is currently the case. It could also complement the regulation-making power to enhance powers of investigation for authorised officers.

Deputy Bailhache raises concerns that a civil penalty regime would “*alter significantly the dynamics of relationships between landlords and those whose duty it is to impartially enforce the law*”, referring to the proposal as “*wholly undesirable*”. To the contrary, I would contend that it is advantageous to at least have the possibility of applying lesser fines for more minor offences, which could be dealt with quickly and operate more as a “slap on the wrist” rather than a prosecution. Indeed, officers in the Regulation Directorate follow the 4 E’s model of enforcement - *Engage, Explain, Encourage and Enforce*, which means someone is given an opportunity to put something right before enforcement action is taken. I see no reason why this approach would not be adopted were civil penalties ever to feature in future.

It is also worth remembering that civil penalties could only be introduced with the approval of the States Assembly and would be appealable, consistent with the precedent for civil penalties in Jersey and the UK. I therefore fail to see the logic behind the Deputy’s dislike for this regulation-making power.

Best approach is to make constructive amendments

Deputy Bailhache's proposed amendments are not constructive and represent a missed opportunity to put forward amendments that could be debated within the overall framework of the positive and proportionate changes I have set out.

In one instance the Deputy even alludes to an amendment he could have brought for an extended period of notice of a year or more to reclaim a property from a longstanding tenant, presumably with no reason required. But why even bother mentioning it at all when the sole purpose of his amendment is simply to wreck the entire Draft Amendment Law?

So, if you take issue with periodic tenancies requiring specific reasons for notice, why not instead propose additional reasons for notice, or a ‘no-fault notice’ option with a longer notice period that can be debated and voted on? Or if you take issue with the 5%, why not put forward a proposal to amend it? This is surely better than deleting broad swathes of the Draft Amendment Law and abandoning our Common Strategic Policy commitment to “*introduce a new Residential Tenancy Law that will improve tenancy arrangements for tenants and landlords*”.

Conclusion

Tenants have been telling us for years about the financial pressures they face because of rising rents and unjustified rent hikes and the insecurity they feel about their living arrangements. We need to finally listen to them and introduce some basic safeguards to improve conditions in our rental sector – which is a crucial component to the attractiveness of our Island as somewhere young Islanders will want to stay and raise families.

My amendments have been considerate to the interests of landlords. That is why the option of an initial term has been included; why landlords can increase rents above the cap and continue to realise a fair return on their investment; and can now serve shorter

amounts of notice to deal with bad tenants or unexpected events. A well thought through list of statutory reasons for notice means landlords will still be able to reclaim their properties when they need them back.

By accepting even parts of Deputy Bailhache's wrecking amendment, States Members risk making things worse for Islanders. I would therefore ask Members to back the principle of reforming our Residential Tenancy legislation, so we can have a debate about the provisions of the Draft Amendment Law, reach consensus and make things better for the Islanders we represent.

[Link to return to place in table](#)

P.24/2025 First Amendment (First Amendment)

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

Lodged by: Environment, Housing and EHI Panel (EHI Panel)

Minister for Housing comments

Initial view: **REJECT**

I am sympathetic to the EHI Panel’s attempt to salvage something from Deputy Bailhache’s amendment. But I cannot support this amendment because it retains the fundamental omissions and problems of Deputy Bailhache’s amendment and would still wholly negate the Draft Amendment Law.

The EHI Panel deals with break clauses here in the same way it does in its Amendment B2, which could have unintended negative consequences (as articulated in the report accompanying my amendment to EHI Panel’s amendment [\[P.24/2025 Amd.4 Amd.\]](#)). This amendment cannot be taken in parts, so if States Members disagree with EHI Panel’s “equality of break clauses” provision, they should reject this amendment.

To explain further, States Members may be inclined to vote for the ending of silent non-renewals (proposed in new Article 5A of this amendment) but not for the addition of the break clause provisions (proposed in new Article 5B), which reflects the EHI Panel’s proposed Amendment B2 that I cannot support due to its potential unintended consequences and have amended. However, amendment 1(1A) of this amendment (which brings forward new proposed articles 5A and 5B) deals with both ending a tenancy early and ending a tenancy at the end of an initial term, so the two areas cannot be separated out and must be voted on together. Therefore, if States Members align with my views on Amendment B2, they should reject this amendment entirely.

[Link to return to place in table](#)

P.24/2025 First Amendment (Second Amendment)

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

Lodged by: Deputy Moz Scott

Minister for Housing comments

Initial view: **REJECT**

This proposition is lodged as an amendment to Deputy Bailhache's amendment to reflect amendments proposed to P.24/2025 in [Draft Residential Tenancy \(Jersey\) Amendment Law 202- \(P.24/2025\): sixth amendment](#).

The detail about the sixth amendment set out in Table 1 and in the corresponding [comments](#) below suffice to address this amendment.

Should this amendment be approved, it would have significant negative unintended consequences.

[Link to return to place in table](#)

P.24/2025 Second Amendment

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

Lodged by: Minister for Housing

Minister for Housing comments

Initial view: **ACCEPT**

I intend to request a vote on Draft Amendment Law as amended by my own technical amendments. The technical amendments set out in [P.24/2025 \(Amd.2\)](#) are summarised as follows:

Clarifying where further fixed terms are allowed in certain circumstances

- Makes it clear that if a sitting tenant is to continue in the same rental unit immediately after the initial fixed term has ended, then must be on basis of a periodic tenancy.
- But if tenant gives vacant possession and some considerable time has passed, or if there has been an intervening tenancy after vacant possession has been given, the same tenant can reside in the same rental unit (with same landlord) on an initial term in the future.

Ending an initial term early

- Ensures that if an initial fixed term is to end early (before the end date of the agreement) there must be requirements set out in the contract that must be met so that the agreement cannot simply be ended with minimum notice served (as was the risk if unamended).
- If an agreement omits these requirements, parties to the agreement can petition the Court to have contract amended to reflect them.

Reasons to end a tenancy: Agency worker's employment ending

- Ensures original policy intent is not inadvertently subverted on a technicality, such as an agency worker working directly to an employment agency who is not the principal employer where the accommodation is connected to. Principal employer would, for example, still be able to serve notice to agency workers even if the agency worker works for them indirectly through an agency.
- Amendment also ensures a minimum amount of notice connected to employment must first be honoured before the minimum notice is served under this provision. In many circumstances this will be a longer total amount of notice for a tenant employee whose accommodation is tied to their work

Reasons to end a tenancy: Tenant's work permit expiring

- A very minor amendment that applies neutral language, so provision more accurately reflects actual practice of employers being the applicants for work permits.

Eligibility for Rent Tribunal membership

- Ensures holders of offices listed under schedule 1 of the Employment of States of Jersey Employees (Jersey) Law 2005 are treated the same as government officers and elected officials vis-à-vis their ability to serve on the Rent Tribunal (i.e., 2-year cooling off period after they have left office).

Jurisdiction and appeals – power to make rules of court

- Corrects a referencing error pertaining to secondary legislation. Intent is to enable Royal Court procedure in appeals to a Rent Tribunal ruling rather than the procedure for how the Rent Tribunal operates

I hope that it is self-evident that these technical amendments are beneficial to the Draft Amendment Law and that the law can be voted on as amended.

[Link to return to place in table](#)

P.24/2025 Third Amendment

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

Lodged by: Deputy Jonathon Renouf

Minister for Housing comments

Initial view: Possible **ACCEPT**

The removal of the percentage figure (5%) would leave RPI as the rent increase cap. The third amendment offers less protection compared to the Draft Amendment Law because tenants are not immediately protected from periods of high inflation. The amendment also deletes the Regulation-making power to introduce a different percentage cap, ostensibly removing the possibility of addressing high inflation in future. However, the amendment offers more protection than existing Law because RPI would, at least, operate as the rent increase cap.

I recognise that the RPI metric is in widespread use to manage in-tenancy rent increases in Jersey. The third amendment would formalise this metric within legislation, which would fit in with existing practices.

Exceptions to the rent increase cap would still be possible and could still be referred to Rent Tribunal.

Even though the third amendment removes the regulation-making power to reintroduce a percentage cap, my initial view is that the Draft Amendment Law still contains the *vires* for Regulations to introduce a different rent increase limit (e.g., a percentage cap on RPI) that would offer enhanced protection for tenants during periods of high inflation or other specific circumstances¹¹.

I understand that Deputy Renouf's concern about the percentage cap is shared by other colleagues, and recognise his amendment attempts to meet me halfway. Enshrining a mandatory rent increase cap of RPI within legislation is still a significant improvement on the current situation, and in all other respects my rent stabilisation policy is retained. I therefore feel able to support this amendment.

It is noted that if Deputy Renouf's amendment is approved in its entirety, the EHI Panel's amendment 11(1) (Amendment A1, which introduces a requirement that regulations to amend the percentage cap on RPI cannot amend it to below 5%) would fall, because Deputy Renouf's amendment 2 would delete new Article 24(1)(b).

[Link to return to place in table](#)

¹¹ An initial view is that this could be enabled through Article 24(1)(c) of the Draft Amendment Law.

P.24/2025 Fourth Amendment

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

Lodged by: Environment, Housing and Infrastructure EHI Panel

Minister for Housing comments

Initial view: **PARTIALLY ACCEPT**

Amendment name in Report	Description	Legislative amendments in P.24/2025 (amd. 4)	Position
A1 – Rent limit powers	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%.	11(1)	REJECT
A2 – Rent Tribunal member qualifications	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.	8 10 11(2) 11(3) 11(4) 11(5)	ACCEPT
A3 – Rent Tribunal as a reactive body	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.	7 10 11(2) 11(3)	ACCEPT
B2 – Equality of break clauses	To ensure that any break clauses within residential tenancy agreements for ending an initial fixed term operate equally for both the landlord and tenant.	1 2(1) 2(2) 12	AMEND
B3 – No reason notice for landlords to end periodic tenancies	To allow landlords to end a periodic tenancy without giving a reason, provided they give at least 12 months' written notice.	3	ACCEPT

B4 – “Not allowed” grounds for notice	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.	4	ACCEPT
C1 – Serving notice for “repeated or serious” nuisance	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”	5 9	REJECT
D1 – Removal of criminal penalties from the primary legislation and place into secondary legislation	To remove criminal penalties from the primary legislation and put it into secondary legislation.	6	REJECT

Table 2 - Minister for Housing’s initial view on the EHI Panel’s amendments

A. Regulation-making powers

Amendment A1 – Rent limit powers

The EHI Panel has endorsed the rent increase mechanism set out in the Draft Amendment Law, including retention of the proposed percentage figure of the rent increase limit (5%). But the Panel proposes an amendment to ensure the percentage figure can be both increased and decreased by Regulations, while simultaneously setting a statutory floor so that the figure cannot be reduced below 5%, for reasons of planning certainty in the rental market.

It is noted that the regulation-making power under Article 24(1)(b) as drafted is considered broad enough to allow for the “maximum percentage at which the annual increase in RPI is capped” to specify an applicable maximum percentage by citing another reference point that refers to a percentage value (e.g., the latest percentage increase in AEI).

Were Amendment A1 passed, it is also worth being aware that should a maximum percentage cap pegged at another index to be introduced, the presence of a minimum cap of 5% would create a “triple-lock” rent increase formula¹². It would therefore be inadvisable to introduce another indexing limit as the percentage cap (which would currently be possible in the amended law as drafted), and any cap on RPI amended by Article 24(1)(b) in Article 7A(2) would need to be a fixed percentage to avoid overcomplicating the rent stabilisation measures.

¹² This triple-lock formula was described as “too complicated” by Professor Christine Whitehead [Independent-Review-of-the-UKs-Private-Rented-Housing-Sector.pdf](#) p.50 - to illustrate, the rent increase formula could be RPI, capped at (AEI but no less than 5%), meaning that if RPI was higher than AEI, the cap would be AEI unless AEI was lower than 5%, in which case the cap would be 5%.

Whilst I am sympathetic to this amendment because it retains the core elements of my own rent stabilisation proposal, I have decided to accept Deputy Renouf's third amendment for the reasons set out in my response to the third amendment.

I intend to **REJECT Amendment A1**.

Amendment A2 – Rent Tribunal Members qualifications

The EHI Panel has proposed that instead of a Ministerial Order being required to change (relax) the legal qualification required to be Chair/Deputy Chair of the Rent Tribunal, this should instead be done through Regulations, which would retain a requirement to consult the Judicial Greffier (JG).

This power is expressed as an Order in the Draft Amendment Law so that the Minister for Housing can respond quickly and flexibly to any difficulty in recruiting legally qualified candidates for the Chair/Deputy Chair roles.

If it is only possible to relax mandatory qualifications through Regulations, it will take more time to respond to this type of recruitment challenge, which in turn would have operational implications for the Rent Tribunal.

However, the Amendment A2 still offers a legal pathway to deal with these circumstances. It is anticipated that the States Assembly would, reasonably, approve Regulations to relax the requirement for legal qualifications, especially with the in-built assurance that the JG must have been consulted.

I intend to **ACCEPT Amendment A2**.

Amendment A3 – Rent Tribunal as a reactive body

The Draft Amendment Law does not require landlords to apply the Rent Tribunal to increase rents, exceptionally, by more than the statutory rent increase limit.

The EHI Panel has proposed an amendment that would, in effect, remove the order making power from the Minister for Housing to require landlords to apply to the Rent Tribunal to increase rents as described above. Amendment A3 specifies that this outcome could only be achieved through Regulations.

The Order making power is intended to act as a safeguard should, over time, it becomes apparent that landlords are misapplying the rent increase provisions (evidenced through the scale and nature of tenant applications to the Tribunal).

However, I agree that, ideally, the Rent Tribunal should always operate in a “passive” way, only acting on applications it receives. I am also reassured that Amendment A3 still retains the safeguard referenced above, albeit through Regulations that would require States Assembly approval.

I intend to **ACCEPT Amendment A3**.

B. Ending tenancies

Amendment B2 – Equality of break clauses

I propose to **AMEND Amendment B2**. The full details and justification of P.24/2025 Amd.4 Amd. is available [here](#).

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

EHI Panel has proposed that an additional ‘no fault’ ground for notice is introduced under periodic tenancies. This would allow landlords to serve a minimum of 12 months’ notice for no reason, or any reason, not currently covered by the reasons for notice applicable to periodic tenancies under the Draft Amendment Law.

I understand that the addition of a ‘no fault’ reason for notice would address a key concern – both practically and philosophically – of many opponents of the notice provisions for periodic tenancies. Under periodic tenancies, landlords would have certainty that they can regain vacant possession of their properties regardless of scenario, albeit with a much longer minimum period of notice.

Whilst the Draft Amendment Law contains a comprehensive list of reasons for notice, I accept that it cannot account for every conceivable eventuality. Whilst Regulations could operate as a more piecemeal legislative safeguard (creating additional notice grounds if needed), this amendment could operate as a blanket legislative mechanism, able to address all reasons for a landlord needing to regain vacant possession. This would commence along with the rest of the provisions of the Draft Amendment Law, rather than relying on regulations being reactively lodged based on any evidence of deficiencies with the notice grounds in primary legislation.

In some ways the amendment would operate similarly to an initial (fixed) term with a break clause, i.e., a landlord could give 12 months’ notice for a tenancy to end, but within that time a tenant would be free to give 1 months’ notice, no reason needed, should they find suitable alternative accommodation. It is also possible that with the assurance that landlords can reclaim their properties by serving 12 months’ notice, there will be less perceived need to exercise initial terms and a greater chance of periodic tenancies becoming the norm.

I appreciate that this amendment would, on the face of it, mean no fault notice is still possible under periodic tenancies. However, I have listened carefully to feedback from colleagues whose concerns I hope will be allayed by my support for this amendment. Tenants’ security of tenure would still be significantly improved from the current situation. It is likely that a minimum notice period of 12 months would still counter revenge evictions, because the extended minimum notice period would be a disincentive to landlords who wished to remove a tenant casually or for no good reason. Therefore, this amendment would leave my policy objective largely intact - striking a balance between a long period of notice (enhanced security of tenure for tenants) whilst offering landlords more confidence that they can still regain their properties in all eventualities. Whilst not a guarantee of acceptance of the Draft Amendment Law by its opponents, I struggle to conceive of reasons why the Council of Ministers or States Members would vote against the Draft Amendment Law or vote in favour of P.24/2025 Amd.¹³(or its variations), when voting for this amendment could offer assurances that landlords would retain the ability to regain possession of their properties in any and all eventualities.

I intend to **ACCEPT** Amendment B3.

Amendment B4 – “Not Allowed” grounds for notice

¹³ The Amendment brought by Deputy Bailhache

The EHI Panel has proposed an amendment to replace the term “not allowed” with “not applicable” in the columns (a) to (d) of the statutory table of grounds for notice in Article 6F(1) of the Draft Amendment Law. The Panel concluded that it is more suitable to refer to certain grounds as not applicable rather than implying they are prohibited.

The construction of “not allowed” was considered the most effective means of conveying the intended effect under Article 6F(1)(a) to (d) and this remains to be the case from a drafting perspective. However, I am satisfied that its replacement with “not applicable” would not create a significant problem for understanding Article 6F(1)(a) to (d) of the Draft Amendment Law.

I intend to **ACCEPT** Amendment B4.

C. Illegality & nuisance

Amendment C1 – Serving notice for a “repeated or serious nuisance”

The EHI Panel has proposed an amendment 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” (Amendment C1).

Amendment C1 is superseded by my own amendment (P.24/2025 Amd. 5)¹⁴, which not only removes the requirement for police officer or states employee attendance but also makes it a requirement for landlords to give a tenant clear, detailed and *reasonable* written notice (fair warning) to stop and/or correct serious or repeat nuisance behaviour or serious or repeat interference with peaceful enjoyment, before 7-day notice can be served.

The requirement for police officer or states employee attendance was intended to ensure a higher threshold needed to be met to serve notice under Article 6G(2)(n). Unlike P.24/2025 Amd. 5, Amendment C1 removes this requirement without any replacement, which is not in the interests of tenants’ security of tenure.

Indeed, the EHI Panel’s review reflected concerns expressed by some tenants about the 7 days’ notice duration (applicable to some of the Article 6 grounds). Whilst I am confident that this amount of minimum notice is appropriate for the circumstances it deals with, it is reasonable to conclude that P.24/2025 Amd.5 is better able to address this concern compared to Amendment C1.

I consider the effect of P.24/2025 Amd.5, developed in close consultation with officers in the Regulation Directorate and reviewed by the LOD, to deliver a stronger and more proportionate notice ground for tenant’s illegality/nuisance.

On 22 August, the EHI Panel was asked whether it would forgo Amendment C1 in favour of P.24/2025 Amd.5. At a subsequent meeting, the Panel indicated their support for my amendment but wished to reflect on further legal advice. The EHI Panel has not formally confirmed their position in time, therefore rather than amend Amendment C1 to reflect P.24/2025 Amd.5, I intend to reject Amendment C1.

I intend to **REJECT** Amendment C1.

¹⁴ [DRAFT RESIDENTIAL TENANCY \(JERSEY\) AMENDMENT LAW 202- \(P.24/2025\): FIFTH AMENDMENT](#)

D. Penalties

Amendment D1 – Removal of criminal penalties from the primary legislation and place into secondary legislation

The EHI Panel has proposed an amendment to remove criminal penalties from the primary legislation and place into secondary legislation to enable additional time for consultation and decision-making.

It is important to note that to achieve this, Amendment D1 deletes only new Article 7, which is integral to the operation of Articles 6F and 6G, whilst other new criminal offences (Article 7G and Article 13Q) are retained in the Draft Amendment Law (along with existing offences in the 2011 Law), which seems to largely undermine the stated purpose of the amendment: *“to remove criminal penalties from the primary legislation and place into secondary legislation to enable additional time for consultation and better informed decision-making to ensure the resulting penalty regime is proportionate, effectively targeted, and well understood prior to implementation”*.

The EHI Panel’s amendment would make the law less coherent and easy to navigate, with some offences contained in primary law, whilst others would be shifted to standalone Regulations, should they be approved at some future point. Criminal offences should sit with the substantive provisions they relate to. Not doing so, or indeed, inconsistently doing so, risks the offences being inconsistently understood and applied.

Whilst there are powers in the law for offences and penalties to be created in Regulations, it is not necessary to do that here, which would generate needless additional work.

The specific criminal offence that Amendment D1 proposes moving to Regulations is set out in Article 7 (*knowingly or recklessly giving false or misleading information regarding the Article 6 grounds for notice*). This is a standard offence expressed throughout Jersey legislation to deal with malicious conduct. It is noted that some stakeholders have expressed concern that this provision could inadvertently criminalise landlords if they give notice that they believe to be valid/accurate at the time but following a change in circumstances becomes invalid. However, as stated, the offence is designed to deal exclusively with malicious/intentional misconduct. In circumstances where an offence was reported and brought before the Court, it would consider all extenuating circumstances presented to it.

To remove this offence from the primary law would mean the Article 6 notice reasons could not be enforced, with no guarantee that this crucial means of regulation would ever be introduced.

The EHI Panel makes specific reference to Article 13Q in its amendment report. It is possible that it was an oversight that this article was not deleted from the primary law by Amendment D1 along with Article 7. But it is still worth making the point that Article 13Q is a standard contempt of court provision, expressed elsewhere in primary legislation in Jersey¹⁵. It is not readily apparent why demoting this offence to secondary

¹⁵ For example, the offence at Article 95(1) of the Employment (Jersey) Law 2003, for contempt of court dealing with the Employment and Discrimination Tribunal.

legislation would be necessary or effective, with the offence likely to be articulated in much the same way were it ever to be brought forward in separate Regulations¹⁶. To conclude on criminal offences, the Attorney General has reviewed the offences proposed for the primary law and determined them to be proportionate.

With respect to the separate matter of the Regulation-making power for civil penalties, Amendment D1 appears to conflate civil penalties with criminal offences. In any case, civil penalties are not in scope of Amendment D1. The power to create civil penalties futureproofs the law by creating more flexibility as to how misconduct in residential tenancy matters might be dealt with. Consultation would be intrinsic of the policy development process for any new civil penalties which, in any case, would need to be debated and approved by the States Assembly.

I intend to **REJECT** Amendment D1.

[Link to return to place in table](#)

¹⁶ It is noted that bringing this offence forward in the procedural order for the Rent Tribunal would not be workable, as orders can only create offences punishable by a fine of up to level 3 on the standard scale and not a custodial sentence. Custodial sentences are a normal addition to a “contempt of court” offence, so this would generate inconsistency. Additionally, offences are better placed in primary legislation or regulations, where they can be voted on and agreed by the States Assembly.

P.24/2025 Fourth Amendment (First Amendment)

[Draft Residential Tenancy \(Jersey\) Amendment Law 202- \(P.24/2025\): fourth amendment \(P.24/2025 Amd.\(4\)\) – amendment](#)

Lodged by: Minister for Housing

Minister for Housing comments

Initial view: **ACCEPT**

Whilst I am instinctively sympathetic to the EHI Panel’s desire to guard against one-side break clauses (as set out in amendment B2 of the fourth amendment), there is reason to believe that the EHI Panel’s proposed amendment is unnecessary further to the second amendment, and that it may be unworkable in practice, with the unintended consequences outweighing any perceived benefits. The possible unintended consequences of accepting Amendment B2 have been set out in the [report](#) accompanying this amendment.

The Draft Amendment Law as amended by the second amendment makes the situation regarding ending a tenancy early very clear. It reflects normal contractual bargaining between parties, with landlords free to set early break requirements, and tenants free to negotiate and/or decide whether the requirements are acceptable and, if so, enter an agreement in full knowledge of the implications. Should the Court be called upon to consider a dispute, the provisions as amended by the second amendment simply require the Court to make a binary determination as to whether the early break requirements have been met, which is a question of fact.

I will propose amending the fourth amendment so that Amendment B2 has the same effect as the second amendment.

[Link to return to place in table](#)

P.24/2025 Fifth Amendment

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

Lodged by: Minister for Housing

Minister for Housing comments

Initial view: **ACCEPT**

The fifth amendment addresses concern expressed by the Minister for the Environment during the 9 July P.24/2025 debate, regarding the resource implications of the requirement for enforcement officer attendance.

The amendment is similar to the EHI Panel's Amendment C1, insofar as both remove the requirement for police officer or states employee attendance.

However, the fifth amendment goes beyond Amendment C1, making it a requirement for landlords to give a tenant clear and detailed written notice (fair warning) to stop and/or correct serious or repeat nuisance behaviour or serious or repeat interference with peaceful enjoyment, that must be reasonable in all circumstances, before 7 days' notice can be served.

The requirement for the initial written notice to ask the tenant to correct the nuisance ensures a high threshold still needs to be met to serve notice under Article 6G(2)(n), which is the interests of tenants' security of tenure.

It is noted that the EHI Panel was asked whether it would forgo Amendment C1 in favour of P.24/2025 Amd.5 on 22 August. At a subsequent meeting, the Panel indicated their support for my amendment but wished to reflect on further legal advice. Rather than amend Amendment C1 to reflect P.24/2025 Amd.5, I intend to reject Amendment C1.

[Link to return to place in table](#)

P.24/2025 Sixth Amendment

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

Lodged by: Deputy Moz Scott

Minister for Housing comments

Initial view: **REJECT**

Deputy Scott's sixth amendment is of a similar nature and extent to Deputy Bailhache's first amendment, in that it would roll back the entire Draft Amendment Law. There would be no rent stabilisation or Rent Tribunal, with the point of difference being that there could be versions of these enabled by regulations. Tenancies would still be ended as they are now, swiftly with no fault notice. To be clear, Deputy Scott's amendment essentially preserves the status quo, without providing any immediate enhancements that can be enjoyed by landlords or tenants compared to what is proposed for the Draft Amendment Law.

If a tribunal was ever to be introduced, the sixth amendment confers non-exclusive jurisdiction on both the Court and the rent tribunal. This means both bodies could make decisions on rent increases, which would cause confusion, create inefficiencies of process, and have resource implications for the Court. The tribunal would decide if a rent increase is not reasonable, and the Court must consider the tribunal's decision in the following circumstances:

- When deciding whether the tenant has breached provisions of the agreement and whether that breach is sufficiently serious to warrant termination and eviction.
- When deciding whether to order a stay of eviction.
- When exercising its powers under Article 16.

Deputy Scott may not be aware that feedback from the Court was instrumental to ensuring that under the Draft Amendment Law, the Rent Tribunal, and not the Court, retains exclusive jurisdiction over rent stabilisation. The Court indicated that it was not best placed to adjudicate on rent stabilisation, which may be highly technical, nor did it have the capacity to manage additional cases.

The sixth amendment introduces a new provision that would require tenancies to become periodic if they have reached a total consecutive duration of 3 years through the grant, extension or renewal of 1 or more fixed term tenancies that are 6 months or less. This seems constitute an attempt to solve an apparent problem that is entirely unevicenced – of short, fixed terms (6 months or less) being renewed consecutively for over 3 years – by automatically converting these agreements to periodic tenancies. There is no proposed means for this to be regulated.

It makes it a requirement for tenancy agreements to notify tenants about their rights in relation to a rent tribunal (should one be in operation), various court proceedings, including the power to stay evictions, and dispute mediation services, which must also be published on a website maintained by or for the Minister for Housing. An unintended consequence of notifying tenants of their rights in this way, may be to encourage them to breach their contracts, e.g., not give vacant possession; withhold rent payments, etc. This could end up backfiring on tenants themselves and cause an influx of cases to the Petty Debts Court.

The sixth amendment retains similar structural deficiencies to Deputy Bailhache's amendment (such as retaining the amendments to existing Article 9 [premises uninhabitable] without the new tenancy types).

Its definition of the increase in RPI for the relevant period refers to the period between when rent was last set and the day that the landlord gives notice of the rent increase, which means that RPI could be applied cumulatively over several years if a landlord chose not to increase rent during that time, resulting in increases potentially of 20 to 30%, with no means to dispute this at a tribunal as the increases would be considered lawful. This would also make knowing the RPI difference challenging for tenants and landlords alike, causing further confusion.

This is not an exhaustive overview of the problems inherent to the sixth amendment. Should this amendment be approved, it would have significant negative unintended consequences.

Finally, it is **worth noting that the sixth amendment would not be able to be voted on in parts** because several parts fall under the same provisions. For the avoidance of doubt, Deputy Scott has not proposed that the amendment be voted on in parts, but Table 1 ([above](#)) summarises the “six types of change” Deputy Scott refers to in her accompanying report.

[Link to return to place in table](#)

P.24/2025 Sixth Amendment (First Amendment)

[Draft Residential Tenancy \(Jersey\) Amendment Law 202- \(P.24/2025\): sixth amendment \(P.24/2025 Amd.\(6\)\) – amendment](#)

Lodged by: Deputy Moz Scott

Minister for Housing comments

Initial view: **REJECT**

Deputy Scott brings forward a minor amendment to her own amendment, which substitutes proposed new Article 24(1)(lb)(ii) (“a power to consider the reasons for the landlord’s or tenant’s views about an increase, to propose an amount of rent that it thinks is reasonable or to help resolve a disagreement about the increase”) to expand on the proposed criteria to state:

(ii) a power to –

(A) consider the reasons for the landlord’s or tenant’s views about a rent increase;

(B) propose an amount of rent that it thinks is reasonable;

(C) help resolve a disagreement about a rent increase;

(D) order that a rent increase that is not reasonable has no effect; or

(E) order that the rent payable is changed to the reasonable amount that it proposes;

This amendment does not make any material difference to my [comments](#) expressed in response to P.24/2025 Amd 6.

[Link to return to place in table](#)