

Deputy Hilary Jeune
Chair, Environment, Housing and Infrastructure Scrutiny Panel
BY EMAIL

5 December 2025

Dear Chair,

Draft Residential Tenancy (Jersey) Amendment Law 202-

Thank you for your letter dated 28 November to request information related to the implementation and timeline for the Draft Residential Tenancy (Jersey) Amendment Law 202-. Please find below my responses.

- 1. The Draft Residential Tenancy (Jersey) Amendment Law 202- was debated and approved subject to a considerable number of amendments. What, in your view, are the substantive effects of those Amendments, and how do you anticipate that they will alter the law in practice from what was originally proposed? Are there any issues that have arisen from that work to date?**

There were a significant number of amendments debated and subsequently adopted. Some of these were smaller and more technical amendments to ensure that the Law functions as intended, such as those set out in [Draft Residential Tenancy \(Jersey\) Amendment Law 202- \(P.24/2025\): second amendment](#). There are, however, some amendments which have a more substantive bearing on the operation of the Law as was originally proposed. My views on the substantive effects of these amendments are set out as follows:

Part 3 of [Draft Residential Tenancy \(Jersey\) Amendment Law 202- \(P.24/2025\): fourth amendment](#) (Amendment B3)

This amendment was adopted, which introduces a ground to allow landlords to serve 12 months' notice to end a periodic tenancy, without needing to provide a reason.

As the Panel is aware, it had long been my intention to abolish the use of 'no-fault' notice under periodic tenancies to prevent revenge evictions. But after careful consideration, I concluded that this long period of notice would still afford tenants protection from revenge evictions and give them sufficient time to find alternative accommodation. It achieved a balance, allaying concerns around possible limitations of the list of statutory notice grounds, whilst leaving my original policy objective largely intact. I therefore do not believe the fundamental intention of the Law has been altered by the adoption of this amendment.

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

This amendment was adopted, which sets the statutory cap for rent increases at RPI only, rather than the lower of RPI or 5%.

RPI is in widespread use to manage in-tenancy rent increases in Jersey. This amendment formalises this approach in legislation.

The Panel will be aware that using RPI as the rent increase cap metric was one of the short-listed options in the original evaluation process. During the original evaluative process, I selected RPI capped at 5% because it would provide tenants with greater protection during

periods of high inflation and is aligned with established precedent in residential tenancy contracts in Jersey.

Although tenants will not enjoy the same level of protection during prolonged high inflation under the amended approach, I accepted the amendment in recognition of concerns raised about introducing a percentage cap. Limiting the cap to RPI represents a reasonable compromise that introduces a statutory rent increase cap (much more protection than currently exists) and reflects a widely adopted mechanism for managing in-tenancy rent increases in Jersey. Further protection is also afforded to tenants through additional restriction in the new Law to prevent repeated ending and re-creation of fixed term tenancies. The creation of a new contract is the point at which many rent hikes currently occur, even if the individual contracts state a rent increase of RPI. This practice will now be ended.

It is also possible that removing the percentage cap could reduce the number of applications to the Rent Tribunal, as landlords may find it simpler to operate under a cap that – at all times – tracks inflation.

Part 6 of *Draft Residential Tenancy (Jersey) Amendment Law 202- (P.24/2025): fourth amendment* (Amendment D1)

This amendment was adopted, which removes the offence and penalty provisions for knowingly or recklessly giving a written notice stating a reason for ending a tenancy that is false or misleading (penalty of up to a Level 3 fine).

I originally opposed this amendment to remove criminal penalties from the primary legislation for the reasons set out in my [comments paper](#) in response to this amendment (see pp.32-33). During the debate I decided to accept the amendment in the best interests of getting my overall package of legislative measures approved.

However, I still hold the same fundamental reservations about the effects of this amendment, as set out in the comments paper and in [my response](#) to the findings and recommendations of the Panel's review of the Draft Law (see response to Finding 60, p.17). Whilst it is conceivable that the introduction of the 12-month no-fault notice ground may reduce the incidences of false or misleading reasons for notice being given, the removal of the offence from the primary law means that notice reasons for ending a tenancy cannot be directly enforced by a penalty under the Law.

As I set out in my response to Panel's findings and recommendations, I will re-engage with the Panel to propose a way forward for ensuring there is adequate protection for the operation of the reasons for notice set out in Article 6F (and defined in Article 6G).

Parts 5 and 9 of *Draft Residential Tenancy (Jersey) Amendment Law 202- (P.24/2025): fourth amendment* (Amendment C1)

This amendment was adopted, which removes the requirement for the presence of a police officer, or other States' employee with a relevant enforcement and regulatory function, in order for a landlord to serve 7-days' notice if there is a repeated or serious nuisance in the residential unit, or interference with the reasonable peace, comfort, or privacy of a neighbour of the residential unit.

The Minister for Environment and other stakeholders raised concerns about the requirement for prior police or other enforcement / regulatory officer attendance at nuisance complaints for landlords to use Article 6F(1)(n) as a reason for notice. I therefore lodged my own

amendment to this provision ([Draft Residential Tenancy \(Jersey\) Amendment Law 202-\(P.24/2025\): fifth amendment](#)) which was voted down by the States Assembly. This amendment would have removed the requirement of officer attendance but required landlords to give tenants an opportunity to rectify the nuisance behaviour before giving notice – retaining an important safeguard for tenants given the short amount of notice.

The result of Parts 5 and 9 of the fourth amendment does not leave us in a bad place – there is still a high bar for giving this notice because the nuisance behaviour must be repeated or serious, as set out in Article 6G(2)(n). I trust that most landlords will not give notice unjustly, and that the Petty Debts Court can deal with situations that have led to an application for eviction where notice was given unfairly. Nevertheless, I will pay close attention to reports on the use of this reason for notice and would consider proposing a regulation to amend this reason for notice, should it become clear that it is being misapplied, under Article 24(1)(la) of the law as amended.

2. The Panel has received correspondence from members of the public following the debate expressing confusion about what the adopted version of the law will mean in practice. Are you able to provide a concise explanation of the practical implications of the amended law for tenants and landlords?

Guidance is being prepared and will be published at the appropriate time prior to commencement, with transitional arrangements in mind.

I wish to re-iterate my commitment to ensuring that quality guidance is available to support the enactment of the new Law, making sure that tenants and landlords are clear on what the new Law means for them, including how they will transition to the new provisions. I intend to keep the Panel updated as this work progresses.

3. What is your communication plan to ensure that both landlords and tenants clearly understand the changes as the law comes into force?

A detailed communication plan remains under development whilst progress is made towards establishing a date to enact the Law. A broad range of communication activity will be used to ensure information about the transition to the new Law is widely available to both landlords and tenants.

Guidance is being prepared, which will include sections for landlords and tenants in a 'Q&A' format. My officers are currently working to support the Jersey Landlords Association in the development of their own landlords-facing guidance on the law changes (which will be helpful to tenants too). A model tenancy agreement will be made public on gov.je, and I will ensure it is accompanied by appropriate guidance and collaborate with the rental industry to promote this.

4. Please set out the next steps required to implement the approved legislation and provide a timeline for each stage, where available.

Alongside guidance and communications on the forthcoming changes, the key element for implementing the legislation is the establishment of the Rent Tribunal. This requires the production of secondary legislation to set out the Tribunal's procedures and a recruitment campaign by the Tribunal Service to identify candidates to serve as members on the Tribunal. The candidates I nominate, in consultation with the Jersey Appointments Commission, are entirely dependent on States Assembly approval.

My target for commencement remains before the pre-election period in April 2026, although this requires close collaboration and support of the Tribunal Service and Judicial Greffier to be practically viable. My team are continuing to support the Greffier and her officers to ensure this work is expedited in the face of what I understand to be wider Judiciary pressures.

Additional provisions to enable the collection of rent information is also under development, but it is not a prerequisite for commencement. I do, however, remain committed to delivering this as quickly as possible. The Article 7G requirement for landlords to provide rent information will be triggered by the enactment of an Order specifying the type and purpose of the information, as well as when and how it must be provided. The benefits of access to rent data are well understood, and my aim is to activate this requirement – subject to transitional arrangements that phase it in – as soon as possible after the Law comes into force.

I trust this is of assistance to the Panel.

Yours sincerely,



Deputy Sam Mézec
Minister for Housing
Union Street | St Helier | JE2 3DN