



Jersey

# **RESIDENTIAL TENANCY (JERSEY) LAW 2011**

## **Official Consolidated Version**

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Jersey

## RESIDENTIAL TENANCY (JERSEY) LAW 2011

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Jersey

## RESIDENTIAL TENANCY (JERSEY) LAW 2011

A **LAW** to make more detailed provision about residential tenancies of 9 years or less; and for other purposes.

Commencement [[see endnotes](#)]

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### PART 1

#### INTERPRETATION AND APPLICATION

#### 1 Interpretation

(1) In this Law, unless the context otherwise requires –

“breach” includes failure to comply;

“Court” means the Petty Debts Court;

“deposit”, in respect of a residential tenancy agreement, means a payment of money intended to be held (by the landlord or otherwise) as security for, or for guaranteeing or ensuring –

(a) the performance of any obligation of the tenant; or

(b) the discharge of any liability of the tenant,

arising under or in connection with the residential tenancy agreement;

“landlord” means, in relation to a residential unit, residential tenancy or residential tenancy agreement, the person who grants the right to occupy the residential unit that is the subject of the residential tenancy under the residential tenancy agreement;

“Minister” means the Minister for Children and Housing;

“money” means money whether in the form of cash or otherwise;

“period” means, in relation to a residential tenancy, the recurrent interval (if any) on the basis of which the tenancy runs (for example a week in relation to a residential tenancy that is weekly or runs from week to week);

“rent” means 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;

“residential tenancy” means the right to occupy a residential unit under a residential tenancy agreement;

“residential tenancy agreement” means an agreement –

(a) for the exclusive occupation, by one or more natural persons who are party to the agreement, of a residential unit as a dwelling;

(b) for value; and

(c) for a specified term of 9 years or less, or without a specified term;

“residential unit” has the meaning set out in Article 2;

“tenant” means, in relation to a residential unit, residential tenancy or residential tenancy agreement, the person who has the right to occupy the residential unit that is the subject of the residential tenancy under the residential tenancy agreement.<sup>1</sup>

(2) A reference in this Law to a landlord includes –

(a) a landlord’s heirs, executors, administrators and assigns; and

(b) a person acting on behalf of a landlord in respect of a residential tenancy or residential tenancy agreement.<sup>2</sup>

(3) A reference in this Law to a tenant includes –

(a) a tenant’s heirs, executors, administrators and assigns; and

(b) a person acting on behalf of a tenant in respect of a residential tenancy or residential tenancy agreement.<sup>3</sup>

## **2 Premises to which this Law applies**

(1) In this Law, “residential unit” means a self-contained dwelling, that is, a dwelling that has, for the exclusive use of the inhabitants of the dwelling, a minimum of all of the following, whether or not in separate rooms –

(a) a shower or bath (or other facility, no less convenient than those, in which a person may wash);

(b) a washbasin;

(c) a kitchen;

(d) a sleeping space; and

(e) a lavatory.

(2) For the purposes of paragraph (1), the fact that a dwelling has (or is associated with the use of) a garden, a swimming pool, a parking space, a garage or other space or facility does not make the dwelling any less a residential unit.

(3) For the purposes of paragraph (1), any of the following parts of premises is not a residential unit unless used solely as a place of residence by a person employed on the premises –

(a) any part of a hotel;

(b) any part of premises ordinarily used for holiday purposes;

(c) any part of an educational institution, or of a hospital, hospice, nursing home, shelter, or residential home;

(d) any part of a club offering sleeping accommodation to its members.

## **3 Agreements to which this Law applies**

(1) This Law applies only in respect of –

(a) residential tenancy agreements; and

- (b) residential tenancies under residential tenancy agreements, being residential tenancy agreements that –
  - (i) are made after the commencement of this Article, or
  - (ii) though made before that commencement, are varied or renewed after that commencement.
- (2) The continuation of a residential tenancy, or of a residential tenancy agreement (either in a case where any specified term of the tenancy has expired or in a case where there is no specified term) by tacit reconduction shall not, for the purposes of this Law, constitute a making, variation, or renewal, of a residential tenancy agreement.
- (3) For the purposes of this Law, an agreement is no less a residential tenancy agreement just because –
  - (a) it is partly or wholly implied, or partly or wholly oral;
  - (b) it contains provisions that are additional to those required for the creation of a residential tenancy;
  - (c) it or another agreement purports to exclude or limit the operation of this Law; or
  - (d) it fails to comply with Article 4(1).
- (4) Despite paragraphs (2) and (3), this Law does not apply to a residential tenancy agreement –
  - (a) if the agreement has been made in good faith for the sale or purchase of a residential unit and the tenant is a party to that agreement;
  - (b) if the agreement is a residence contract for the occupation of a residential unit within any premises to which the [Nursing and Residential Homes \(Jersey\) Law 1994](#) applies;
  - (c) if, under the agreement, the occupier of a residential unit occupies it only as a boarder, lodger or other licensee; or
  - (d) if the agreement is made in good faith for the purpose of giving a person a right to occupy a residential unit (not being premises ordinarily used for holiday purposes) for not more than 3 months for the purpose of a holiday.

## PART 2

### CONTENT OF AGREEMENTS

#### 4 Essential provisions in agreements

- (1) A residential tenancy agreement, as made, varied or renewed, shall –
  - (a) be in writing;
  - (b) signed by or on behalf of the parties to the agreement;
  - (c) set out the details specified in Schedule 1 as that Schedule is in force at the date of the making, variation or renewal (as the case requires) of the agreement; and
  - (d) set out provisions to the effect of those specified in Schedule 2 as that Schedule is in force at that date.

- (2) The provisions specified in Schedule 2 (as that Schedule is in force at that date) shall be taken to form part of the agreement (as made, varied or renewed) even if the agreement fails to set them out or purports to limit or exclude their application to the agreement.
- (3) To the extent of any inconsistency between those provisions and the purported provisions of the agreement, the purported provisions shall be void.

## **5 Other provisions in agreements**

The parties to a residential tenancy agreement are not prevented by Article 4 from including provisions in the agreement that are not inconsistent with the provisions set out in Schedule 2.

# **PART 3**

## **TERMINATION OF PERIODIC TENANCIES**

### **6 Periodic tenancy: requirement by landlord to quit**

- (1) This Article applies to a residential tenancy under which the tenant occupies a residential unit on the basis of a recurrent period, either in a case where any specified term of the tenancy has expired or in a case where there is no specified term.
- (2) A landlord shall not, except by a requirement that is in accordance with this Article, require a tenant to quit the residential unit that the tenant has occupied under a residential tenancy to which they are both parties and to which this Article applies.
- (3) A requirement is in accordance with this Article if it is –
  - (a) in writing;
  - (b) signed by or on behalf of the landlord;
  - (c) in the case where the Minister has by Order prescribed a form for such a requirement, in such form;
  - (d) served on the tenant; and
  - (e) so served at least 3 months (or, where Minister has by Order prescribed some other period, being a period of not less than one month, that other period instead) before it is to take effect.<sup>4</sup>
- (4) A residential tenancy to which this Article applies shall terminate when a requirement that is in accordance with this Article takes effect.
- (5) For the avoidance of doubt, it is hereby declared that a period prescribed for the purposes of paragraph (3)(e) may be so prescribed generally or in relation to particular classes of cases (including differently in relation to different classes of cases).

### **7 Periodic tenancy: notice by tenant to terminate**

- (1) This Article applies to a residential tenancy under which the tenant occupies a residential unit on the basis of a recurrent period, either in a case where any specified term of the tenancy has expired or in a case where there is no specified term.

- (2) A residential tenancy to which this Article applies shall terminate according to notice given by the tenant to the landlord if the notice is in accordance with this Article.
- (3) A notice is in accordance with this Article if it is –
  - (a) notice by the tenant;
  - (b) notice that makes it clear that the tenant is terminating the tenancy;
  - (c) in writing;
  - (d) signed by or on behalf of the tenant;
  - (e) served on the landlord; and
  - (f) so served at least 1 month (or, where the Minister has by Order prescribed some other period, that other period instead) before it is to take effect.<sup>5</sup>
- (4) For the avoidance of doubt, it is hereby declared that a period prescribed for the purposes of paragraph (3)(f) may be so prescribed generally or in relation to particular classes of cases (including differently in relation to different classes of cases).

## **PART 3A<sup>6</sup>**

### PROVISIONS RELATING TO THE COVID-19 OUTBREAK

#### **7A Termination of a residential tenancy**

- (1) Despite Articles 6 and 7, this Article applies to the termination of residential tenancy agreements.
- (2) Where any specified term of a tenancy expires, the tenancy continues from the date of the expiration of the term as a periodic tenancy unless the landlord and tenant –
  - (a) enter into a new agreement with a specified term; or
  - (b) agree that the tenancy expires.
- (3) Article 6 applies to existing periodic tenancies and to periodic tenancies entered into on or after the coming into force of the Covid-19 (Residential Tenancy) (Temporary Amendment of Law) (Jersey) Regulations 2020 as if –
  - (a) the conditions in paragraph (3) are that –
    - (i) the notice is in writing, and
    - (ii) the notice has been agreed between the landlord and the tenant;
  - (b) paragraph (5) does not apply.
- (4) Where a landlord served a requirement in accordance with Article 6 or a tenant gave notice in accordance with Article 7 before the coming into force of the Covid-19 (Residential Tenancy) (Temporary Amendment of Law) (Jersey) Regulations 2020 and the date specified in the requirement or notice has not passed, the tenant may give notice in writing to the landlord that he or she intends to remain in occupation and the tenancy continues as a periodic tenancy.
- (5) Where a tenant has received notice and the date specified has passed, if he or she is unable to vacate the premises as a result of the Covid-19 outbreak, he or she may remain in occupation and the tenancy continues as a periodic tenancy.
- (6) In this Article, “periodic tenancy” means a tenancy to which Article 6, as modified by paragraph (3), and Article 7 apply.

**7B Effect of Articles 6 to 7A on prospective residential tenancies**

- (1) This Article applies where –
  - (a) a landlord and prospective tenant have reached agreement about a residential tenancy, whether a residential tenancy agreement has been signed or not;
  - (b) the tenant has not yet taken occupation; and
  - (c) any of the provisions of Articles 6 to 7A result in the accommodation no longer being available with vacant possession.
- (2) Where this Article applies –
  - (a) the landlord must inform the prospective tenant as soon as practicable that the accommodation is no longer available;
  - (b) the landlord and prospective tenant are released from any obligation to each other; and
  - (c) the landlord must reimburse the prospective tenant any sum paid in connection with securing the tenancy.

**7C Suspension of rent increases**

- (1) A landlord must not increase the rent due under any residential tenancy agreement, or make a variation of a residential tenancy agreement subject to an increase in the rent, for a period before 1st October 2020.
- (2) Where a landlord notified an increase before the coming into force of the Covid-19 (Residential Tenancy) (Temporary Amendment of Law) (Jersey) Regulations 2020 and that increase has not taken effect, the rent must not increase for any period before 1st October 2020.
- (3) Where a residential tenancy agreement is renewed and the tenancy includes a clause allowing for an increase in the rent, that rent must not increase for any period before 1st October 2020.
- (4) A landlord who increases a rent in contravention of paragraph (1), (2) or (3) commits an offence and is liable to a fine of level 3 on the standard scale.

**7D Failure to pay rent because of financial hardship**

- (1) Despite Article 12, where the tenant has breached a term of the residential tenancy agreement requiring the payment of rent or any other sum to the landlord and has notified the landlord in writing that the breach is a result of financial hardship caused by the Covid-19 outbreak and provided appropriate supporting evidence in line with guidance provided by the Minister, that breach does not constitute a breach for which the landlord may apply to the Court for an order under Article 12.
- (2) The landlord must not impose any financial penalty or charge interest or any other fee in relation to the rent or other sum referred to in paragraph (1).
- (3) Nothing in paragraph (1) removes –
  - (a) the liability of the tenant to pay the rent or other sum to the landlord;
  - (b) or the ability of the court to require that interest is paid on the rent or other sum if it determines that the breach of the term was not a result of financial hardship caused by the Covid-19 outbreak.

**7E Guidance**

The Minister must issue guidance in relation to the termination of tenancies, rental payments and eviction for arrears of rent or other sums due to the landlord caused by the Covid-19 outbreak.

**7F Power to make further provision by Order**

The Minister may, by Order, amend Articles 7A to 7E and may make further provision in relation to the termination of residential tenancy agreements, increases in rent and failure to pay rent or other sums due to the landlord.

**7G Expiration of Part 3A**

Part 3A expires on 30th September 2020.

**PART 4****REMEDIES****8 Termination if service element fails, agreement not in writing, details missing or opportunity to read denied**

- (1) If a residential tenancy agreement contains provisions about –
- (a) the provision of labour or other services;
  - (b) employment;
  - (c) the letting of movables;
  - (d) the letting of any immovable property for business purposes (other than any business purpose that is implicit in the letting or sub-letting of a residential unit for use simply as a dwelling); or
  - (e) the letting or use of a garden, a swimming pool, a parking space, a garage or other space or facility,
- or there is another agreement that purports to make fulfilment of any of those matters a term or condition of the residential tenancy agreement or purports to make the latter dependent on the fulfilment of any of those matters, and the matter becomes impossible to fulfil, the residential tenancy agreement shall not to be taken to have been frustrated or to be at an end just because of that impossibility.
- (2) However, in the case of such impossibility, the Court may on the application of a party to the residential tenancy agreement make an order varying or terminating the residential tenancy agreement if in all the circumstances the Court considers it just to do so.
- (3) If a residential tenancy agreement is not in writing, is not signed by or on behalf of the parties to the agreement or fails to contain the details specified in Schedule 1, the Court may, on application by the tenant, make an order varying or terminating the agreement if in all the circumstances the Court considers it just to do so.
- (4) A person who is to be (or is) the landlord under a residential tenancy agreement shall allow the person who is to be (or is) the tenant under the agreement at least one working day in which to read the agreement (or any variation or renewal of the

agreement) before the person who is to be (or is) the tenant signs the agreement (or variation or renewal).

- (5) If the person who is to be (or is) the landlord does not do so, the Court may on application by the person who is to be (or is) the tenant make an order varying or terminating the agreement (or agreement as varied or as renewed) if in all the circumstances the Court considers it just to do so.
- (6) In this Article, “working day” means a day other than Christmas Day or Good Friday, and other than a Saturday, Sunday or bank holiday.

## **9 Premises uninhabitable**

If a residential unit that is the subject of a residential tenancy agreement becomes uninhabitable through any event other than a malicious act of the tenant –

- (a) the tenant is not required to pay any rent or other amount payable under the agreement in respect of any time during which the residential unit is uninhabitable; and
- (b) the Court may, on the application of the landlord or tenant, make an order varying or terminating the agreement if in all the circumstances the Court considers it just to do so.

## **10 Breaches by landlord**

- (1) A landlord shall not, without lawful reason, prevent a tenant from occupying the whole or any part of a residential unit that is the subject of a residential tenancy agreement to which they are both parties, or otherwise interfere with the tenant’s enjoyment of the residential unit, being enjoyment that is not inconsistent with the agreement.
- (2) A person who contravenes paragraph (1) shall be guilty of an offence and liable to a fine.
- (3) Any contravention of paragraph (1) shall, for the purposes of Article 16, be taken to be a breach of the residential tenancy agreement.
- (4) In the case of such a contravention, the Court may on application by the tenant make an order varying or terminating the agreement if in all the circumstances the Court considers it just to do so.

## **11 Eviction where failure to give vacant possession**

The Court may, on application by a landlord under a residential tenancy agreement, order the eviction of the tenant if the Court is satisfied that the tenant has failed to give vacant possession of the residential unit to which the agreement applies and that the residential tenancy has terminated.

## **12 Termination and eviction where failure to rectify breach**

- (1) Except in accordance with this Article, a breach by the tenant of a residential tenancy agreement shall not of itself cause, or give grounds for, the avoidance or termination of the agreement, notwithstanding any law or the agreement itself.

- (2) A landlord under a residential tenancy agreement may apply to the Court for an order for the termination of the agreement and the eviction of the tenant if –
  - (a) the tenant has breached one or more provisions of the agreement;
  - (b) the tenant has been served with notice 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; and
  - (c) the tenant has failed to comply with the notice.
- (3) This Article does not depend for its operation on the service on the tenant of a notice to quit.
- (4) The Court may order the termination of the agreement and the eviction of the tenant if satisfied of the matters set out in paragraph (2)(a) to (c) and that the breach is sufficiently serious to warrant termination and eviction.

### 13 Execution of order for eviction<sup>7</sup>

- (1) If the Court orders the eviction of a tenant under this Law and does not stay the execution of the order, the Viscount shall execute that order by going to the residential unit that is the subject of the order and putting the landlord in possession of the residential unit.
- (2) The Court may, when it makes an order under this Law for the eviction of a tenant from a residential unit or after making such an order, make an order to one or more of the following effects –
  - (a) that the Viscount may, for the purpose of executing the order for eviction or for the purpose of removing movable property as referred to in paragraph (3), enter the residential unit;
  - (b) that the Viscount may use reasonable force if necessary in order to make that entry;
  - (c) that the landlord, or the tenant, under the relevant residential tenancy agreement (or both of them) shall be liable to pay the reasonable expenses incurred by the Viscount in performing the Viscount's functions under this Article.
- (3) If –
  - (a) the tenant does not, at or before the time when the landlord is put in possession, remove the tenant's movable property from the residential unit;
  - (b) the tenant has not entered into any agreement with the landlord about disposal of that property;
  - (c) the landlord has not applied for an order under Article 1 of the [Loi \(1867\) sur la Cour pour le recouvrement de menues dettes](#) in respect of the property; and
  - (d) no such order has been made in respect of the property,the Viscount may remove the property and keep it in any place that the Viscount thinks fit.
- (4) If –
  - (a) the evicted tenant has not within 15 days after that removal –
    - (i) (except to the extent that an order under paragraph (2)(c) makes the landlord liable for those expenses) tendered to the Viscount payment of

- the reasonable expenses incurred in performing the Viscount's functions under this Article, and
- (ii) claimed and removed the movable property from the place referred to in paragraph (3);
- (b) the landlord has not applied for an order under Article 1 of the [Loi \(1867\) sur la Cour pour le recouvrement de menues dettes](#) in respect of the property; and
  - (c) no such order has been made in respect of the property,
- the Viscount may dispose of the property.
- (5) Such disposal shall be carried out –
    - (a) by taking reasonable steps to sell any part of the property that has a realizable value; or
    - (b) by any other means in the case of any other part of the property.
  - (6) The Viscount may (except to the extent that an order under paragraph (2)(c) makes the landlord liable for those expenses) retain from the proceeds of any such sale the Viscount's reasonable expenses incurred in performing the Viscount's functions under this Article.
  - (7) The Viscount shall take reasonable steps to pay to the evicted tenant any balance of the proceeds of such a sale.
  - (8) However, if, after taking those steps, the Viscount has been unable to pay the balance to the tenant, the Viscount shall pay the balance to the consolidated fund.

## PART 5

### JURISDICTION AND PROCEEDINGS

#### 14 Stay of eviction

- (1) The Court may, of its own accord or on application by a party to a hearing under Article 11 or 12, by order stay the execution of an eviction order that the Court has made under that Article until a specified condition is satisfied or a specified period has passed.
- (2) If the Court stays the execution of an eviction order, it may make the order for the stay subject to conditions as to the review and variation of rent payable under the tenancy and any other conditions that it considers just in all the circumstances.
- (3) The Court may impose those conditions at the time when it orders the stay or in accordance with paragraph (4).
- (4) The Court may, on application by the landlord or tenant, by order vary, revoke or impose conditions on the order for the stay from time to time while the order for the stay is in force.
- (5) A condition to which an order for a stay under this Article is made subject cannot be a condition that would, if a residential tenancy agreement were subject to the condition, be void because of this Law nor a condition whose inclusion in a residential tenancy agreement would be in breach of this Law.

**15 Matters to be considered in deciding on stay**

- (1) The Court shall consider the following matters before deciding whether to exercise its powers under Article 14 in relation to a residential tenancy under a residential tenancy agreement –
  - (a) whether there is still rent that remains unpaid under the residential tenancy;
  - (b) whether the landlord or the tenant has breached any provision of the agreement;
  - (c) whether the landlord or the tenant has continued or repeated the breach or has not taken reasonable steps to rectify the breach;
  - (d) if a stay were ordered, where the balance of hardship would fall as between the landlord and the tenant.
- (2) The Court may consider the following matters before deciding whether to order the stay –
  - (a) whether the residential tenancy was for a fixed term and whether that term has expired;
  - (b) whether other accommodation is available to the tenant;
  - (c) whether the tenant has looked for other accommodation;
  - (d) whether a deposit has been paid in respect of the residential tenancy by the tenant;
  - (e) whether there is a contract in force concerning movables in the residential unit that is the subject of the residential tenancy (or a contract in some way made in contemplation of or in connection with the tenancy or having the tenancy or the residential tenancy agreement as *cause*), being a contract between the tenant and the landlord, between the landlord and another person or between the tenant and another person;
  - (f) whether the tenant has used the residential unit for immoral or illegal purposes or has caused or permitted its use for immoral or illegal purposes;
  - (g) whether the tenant has caused or permitted a nuisance in the residential unit or caused or permitted any interference with the reasonable peace, comfort or privacy of any neighbour of the tenant;
  - (h) whether the condition of the residential unit has deteriorated, or been maintained or improved, during the tenancy, and whether that change is attributable to the conduct of the tenant or to conduct caused or permitted by the tenant;
  - (i) whether the tenant has given notice to terminate the residential tenancy agreement (or has agreed to the termination of that agreement) and the landlord has acted in reliance on that fact, so that a failure to obtain vacant possession of the residential unit would seriously disadvantage the landlord;
  - (j) whether, in a more general way, vacant possession of the residential unit could reasonably be expected to benefit or disadvantage the landlord;
  - (k) the pattern of evictions in other residential units let by the landlord;
  - (l) whether the residential unit is dangerous to, or bad for the health of, its occupants or of the public;
  - (m) whether rectification of any matter referred to in sub-paragraph (l) would be easier if the residential unit were vacant;

- (n) whether hardship would be caused to persons other than the landlord and the tenant if the stay were not ordered;
- (o) such other matters as the Court considers relevant.

## 16 Jurisdiction

- (1) The Court shall have exclusive original jurisdiction over any matter relating to a residential tenancy or to a residential tenancy agreement, and shall have power to hear and determine any such matter and to make orders relating to any such matter, including orders for the termination of a residential tenancy agreement.
- (2) The Court may –
  - (a) in relation to a residential tenancy or a residential tenancy agreement; and
  - (b) if satisfied that it would in all the circumstances be just to do so, make an order –
    - (i) as to arrears of rent, repayment of rent, or repayment of any deposit, relating to the residential tenancy or the residential tenancy agreement,
    - (ia) modifying the wording, or application, of any expression of time as it applies to the residential tenancy or the residential tenancy agreement, being an expression that is prescribed by any provision of this Law or by any provision made under this Law,
    - (ib) dispensing with any requirement for notice that applies in relation to the residential tenancy or the residential tenancy agreement, being a requirement that is prescribed by any provision of this Law or by any provision made under this Law,
    - (ii) for damages for any breach of the residential tenancy agreement or of a contract in some way made in contemplation of or in connection with the tenancy or having the tenancy or the residential tenancy agreement as *cause*, or
    - (iii) generally adjusting the rights between the parties to any such agreement or contract.<sup>8</sup>
- (3) Paragraph (2) shall have effect whether or not the order, or the effect of the order, referred to in that paragraph had been mentioned in the application, summons or other instrument by which the matter came before the Court.
- (4) The jurisdiction of the Court with respect to residential tenancies or to residential tenancy agreements shall not be subject to the monetary limitations (whether on the matters that the Court may hear or on the orders that the Court may make) that apply, under Article 1 of the [Petty Debts Court \(Miscellaneous Provisions\) \(Jersey\) Law 2000](#), to the jurisdiction of the Court in other matters.
- (5) Nothing in this Article shall be taken to confer jurisdiction in criminal matters on the Court.<sup>9</sup>

## 17 Appeals

- (1) A party to proceedings before the Court in respect of a residential tenancy or residential tenancy agreement may, with the leave of the Court or of the Royal Court, appeal to the Royal Court against any decision, determination, or order, of the Court.

- (2) In the case of such an appeal that concerns wholly or partly an order for eviction, the Court or the Royal Court may order the stay of the execution of that order pending the Royal Court's hearing of the appeal and judgment on the appeal.

## **18 Control of Housing and Work Law and other enactments<sup>10</sup>**

- (1) Nothing in this Law shall affect the operation of, or requires or permits a court to make, an order that would require or permit the occupation of premises in breach of the [Control of Housing and Work \(Jersey\) Law 2012](#) or the [Planning and Building \(Jersey\) Law 2002](#).<sup>11</sup>
- (2) Nothing in this Law shall affect the operation of the [Building Loans \(Jersey\) Law 1950](#), of the [Separation and Maintenance Orders \(Jersey\) Law 1953](#) or of any Regulations made under the [Agriculture \(Loans and Guarantees\) \(Jersey\) Law 1974](#).
- (3) Paragraph (1) is included only for the avoidance of doubt.

## **PART 6**

### **MISCELLANEOUS**

## **19 Documents to be provided to tenant**

- (1) The landlord under a residential tenancy agreement shall serve on the tenant under the agreement a copy of the agreement as made, varied, or renewed (as the case requires), as soon as reasonably practicable after the residential tenancy agreement, or an agreement for its variation or renewal, has been signed by or on behalf of the parties to the agreement.
- (2) The landlord under a residential tenancy agreement shall provide the tenant under the agreement with a receipt for the deposit (if any) paid by the tenant in respect of the residential tenancy as soon as possible after it is paid.
- (3) A person who fails to comply with this Article shall be guilty of an offence and liable to a fine of level 3 on the standard scale.

## **20 Termination by agreement**

Nothing in this Law shall prevent the parties to a residential tenancy agreement from terminating it by agreement.

## **21 Contracting out prohibited**

- (1) The provisions of this Law shall have effect despite anything to the contrary in any contract, agreement or other arrangement and no residential tenancy agreement (and no other contract, agreement or other arrangement), whether oral or wholly or partly in writing, and whether made or entered into before or after the commencement of this Article shall operate in respect of a residential tenancy agreement to annul, vary or exclude any of the provisions of this Law.
- (2) A person shall not enter into any contract, agreement or other arrangement with the intention, either directly or indirectly, of defeating, evading or preventing the operation of this Law in respect of a residential tenancy agreement.

- (3) A person who contravenes paragraph (2) shall be guilty of an offence and liable to a fine.

## 22 General provisions as to offences

- (1) Where an offence under this Law committed by a limited liability partnership or body corporate is proved to have been committed with the consent or connivance of, or to be attributable to any neglect on the part of –
- (a) a person who is a partner of the partnership, or director, manager, secretary or other similar officer of the body corporate; or
  - (b) any person purporting to act in any such capacity,
- the person shall also be guilty of the offence and liable in the same manner as the partnership or body corporate to the penalty provided for that offence.
- (2) Where the affairs of a body corporate are managed by its members, paragraph (1) shall apply in relation to acts and defaults of a member in connection with the member's functions of management as if the member were a director of the body corporate.
- (3) Any person who aids, abets, counsels or procures the commission of an offence under this Law shall also be guilty of an offence and liable in the same manner as a principal offender to the penalty provided for that offence.

## 23 Orders

- (1) The Minister may by Order make provision for the purpose of carrying this Law into effect and, in particular, but without prejudice to the generality of the foregoing, for prescribing any matter that may be prescribed under this Law by Order.
- (2) Orders may be made, in particular, for or with respect to the following matters –
- (a) requiring the completion by a landlord and a tenant of reports about the condition of a residential unit (including movables that are the property of the landlord and are in a residential unit) at or before the commencement, or at or after the termination, of a residential tenancy that relates to that unit, or at both those times or any other time;
  - (b) the content of those reports;
  - (c) requiring the provision of information or documentation to the tenant by the landlord before, at the time of, or after entering into a residential tenancy agreement or at any other time;
  - (d) the content of that information or documentation;
  - (e) imposing a maximum charge for the preparation of a residential tenancy agreement or any other matter connected with the preparation of a residential tenancy agreement;
  - (f) the service (and content) of notices or other documents under this Law other than any application, summons, notice or other document that is filed in the Royal Court or the Court or issued from the Royal Court or the Court;
  - (g) requiring the use of a standard form or standard forms of residential tenancy agreement or of other instruments that relate to residential tenancies;
  - (ga) the content of such form or forms or instruments;

- (h) the forms to be used under this Law, other than the form of any application, summons, notice or other document that is filed in the Royal Court or the Court or issued from the Royal Court or the Court;
  - (i) the status of, rights relating to, and removal and disposal of, movables that a tenant leaves in a residential unit when the tenant leaves the residential unit after the termination of a residential tenancy;
  - (j) the status of, and rights relating to, and removal of, fixtures and fittings in a residential unit, being a residential unit that has been or is subject to a residential tenancy;
  - (k) the supply of services under or in relation to residential tenancies or in residential units subject to residential tenancies;
  - (l) imposing limits on charges for the supply of those services, or otherwise with respect to charges for those services;
  - (m) requiring fees to be paid under this Law;
  - (n) the amounts and payment of those fees.<sup>12</sup>
- (3) The reference in paragraph (2)(k) and (l) to the supply of services includes a reference to the supply of electricity, gas, water, drainage and other services, whether those services are re-supplied under the control of the landlord or are supplied in any other way.
- (4) An Order may do any one or more of the following –
- (a) authorize any matter or thing to be from time to time determined, applied or regulated by any specified person or body;
  - (b) exempt from the operation of this Law, or any specified provision of this Law, either unconditionally or subject to conditions –
    - (i) any person, residential tenancy, residential tenancy agreement or residential unit, or
    - (ii) any class of persons, class of residential tenancies, class of residential tenancy agreements or class of residential units;
  - (c) create an offence punishable by a penalty not exceeding level 3 on the standard scale;
  - (d) contain such transitional, consequential, incidental or supplementary provisions as appear to the Minister to be necessary or expedient for the purposes of the Order.

## 24 Regulations

- (1) 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 –
- (a) the requiring or giving of security, guarantees or other things (other than deposits) for the purposes of securing, guaranteeing or ensuring –
    - (i) the performance of any obligation of the tenant, or
    - (ii) the discharge of any liability of the tenant, arising under or in connection with a residential tenancy agreement;
  - (b) restricting or prohibiting the requiring or giving of anything (other than deposits) referred to in sub-paragraph (a);

- (c) limiting the requiring or giving of deposits or imposing limits on their amounts;
  - (d) enabling the Minister, or any person appointed by the Minister, to set up and administer a scheme for the safe-keeping or investment of deposits paid in respect of residential tenancies;
  - (e) enabling the person administering such a scheme to determine the rules for its operation;
  - (f) making it an offence –
    - (i) for a landlord not to pay a deposit into such a scheme, or
    - (ii) for a landlord or tenant to do anything, in relation to a residential tenancy or a residential tenancy agreement, that is not in compliance with the rules of such a scheme;
  - (g) the investment of funds of such a scheme;
  - (h) the use of the interest on any such investment;
  - (i) requiring the operation of such a scheme, the use of the funds in such a scheme, and such a scheme generally, to be in accordance with directions given by the Minister to the person administering such a scheme;
  - (j) requiring the payment of fees in relation to payments into or out of such a scheme, or generally in relation to such a scheme, those fees being in amounts that the Minister prescribes by Order;
  - (k) the recovery of deposits paid into such a scheme by persons entitled to those deposits;
  - (l) the resolution of disputes as to deposits, whether by conferring jurisdiction on the Court in relation to those disputes or enabling other means of dispute resolution, or both;
  - (m) the giving of notice for the purposes of this Law or for the purposes of any Regulations made under this Law;
  - (n) making provision of a saving or transitional nature consequent on the enactment of this Law.<sup>13</sup>
- (1A) Except to the extent that the States by Regulations otherwise provide, a deposit paid into a scheme referred to in paragraph (1) shall not be available to pay (whether in full or in part) any debts or expenses, or to discharge (whether in full or in part) any other liability or obligation, of the person administering the scheme.<sup>14</sup>
- (1B) The Minister may, by Order, exempt from the operation of any Regulations made under this Article, or of any specified provision of those Regulations, either unconditionally or subject to conditions –
- (a) any person, deposit, residential tenancy, residential tenancy agreement or residential unit; or
  - (b) any class of persons, class of deposits, class of residential tenancies, class of residential tenancy agreements or class of residential units.<sup>15</sup>
- (2) The States may, by Regulations, amend Part 1, Schedule 1 or Schedule 2.
- (3) Regulations may do any one or more of the following –
- (a) authorize any matter or thing to be from time to time determined, applied or regulated by any specified person or body;
  - (b) create an offence punishable by a penalty not exceeding level 3 on the standard scale;

- (c) contain such transitional, consequential, incidental or supplementary provisions as appear to the States to be necessary or expedient for the purposes of the Regulations.
- (4) A provision of Regulations that make provision of a saving or transitional nature consequent on the enactment of this Law may, if the Regulations so provide, come into force on the day on which paragraph (5) comes into force or on a later day.<sup>16</sup>
- (5) To the extent to which any such provision comes into force on a date that is earlier than the date of its promulgation, the provision shall not operate so as –
  - (a) to affect, in a manner prejudicial to any person (other than the States or an administration of the States), the rights of that person existing before the date of its promulgation; or
  - (b) to impose liabilities on any person (other than the States or an administration of the States) in respect of anything done or omitted to be done before the date of its promulgation.

## **25 Citation**

This Law may be cited as the Residential Tenancy (Jersey) Law 2011.

**SCHEDULE 1**

(Article 4(1))

**WHAT AN AGREEMENT MUST SPECIFY**

1. A description sufficient to identify the residential unit that is the subject of the residential tenancy agreement.
2. The date when the residential tenancy commences.
3. The date (if any) when the residential tenancy comes to an end, or term (if any) at the end of which that residential tenancy comes to an end or the condition (if any) on the fulfilment of which the residential tenancy comes to an end.
4. The name of the landlord.
5. If there is a managing agent in relation to the residential unit, the name and business address of the managing agent, or, if there is no managing agent, the business address of the landlord.
6. The rent payable under the agreement and its frequency of payment.
7. The name of the person to whom the rent is to be paid.
8. How the rent is to be paid.
9. The amount of any deposit or guarantee in respect of the residential tenancy, and how and when any deposit is to be repaid.
10. When the rent is to be reviewed (if at all) and the basis of the review.
11. An inventory of the movables in the residential unit to the extent that the movables are the property of the landlord.

**SCHEDULE 2**

(Article 4(1))

**PROVISIONS THAT AN AGREEMENT MUST CONTAIN**

1. The tenant may detach and remove anything that the tenant has fixed to the residential unit, subject to the tenant's making good any damage caused by the tenant's so doing.
2. To the extent that the residential tenancy agreement (or another agreement between the landlord and the tenant) requires the tenant to obtain the landlord's consent before the tenant does something in respect of the residential unit, that consent shall not be unreasonably withheld or delayed by the landlord.
3. The tenant is not required to purchase any fixtures, fittings, or movable property in general, in, for, or in respect of, the residential unit.
4. The tenant is not required to pay any premium, or key money, in respect of the residential unit.

## ENDNOTES

### Table of Legislation History

Legislation	Year and No	Commencement	°Projet No (where applicable)
Residential Tenancy (Jersey) Law 2011	<a href="#">L.31/2011</a>	1 May 2013 ( <a href="#">R&amp;O.35/2013</a> )	<a href="#">P.74/2009</a>
Residential Tenancy (Amendment) (Jersey) Law 2012	<a href="#">L.42/2012</a>	30 November 2012	<a href="#">P.67/2012</a>
Control of Housing and Work (Transitional and Consequential Provisions) (No. 2) (Jersey) Regulations 2013	<a href="#">R&amp;O.72/2013</a>	1 July 2013	<a href="#">P.53/2013</a>
States of Jersey (Minister for International Development and Minister for Children and Housing) (Jersey) Order 2018	<a href="#">R&amp;O.82/2018</a>	21 July 2018	
Covid-19 (Residential Tenancy) (Temporary Amendment of Law) (Jersey) Regulations 2020	<a href="#">R&amp;O.42/2020</a>	10 April 2020	<a href="#">P.42/2020</a>

°Projets available at [www.statesassembly.gov.je](http://www.statesassembly.gov.je)

### Table of Renumbered Provisions

Original	Current
25	spent, omitted
26(1)	25
26(2)	spent, omitted
Schedule 3	spent, omitted

### Table of Endnote References

- <sup>1</sup> Article 1(1) amended by L.42/2012, R&O.82/2018
- <sup>2</sup> Article 1(2) substituted by L.42/2012
- <sup>3</sup> Article 1(3) substituted by L.42/2012
- <sup>4</sup> Article 6(3) amended by L.42/2012
- <sup>5</sup> Article 7(3) amended by L.42/2012
- <sup>6</sup> Part 3A (Articles 7A-7G) inserted by R&O.42/2020
- <sup>7</sup> Article 13 substituted by L.42/2012
- <sup>8</sup> Article 16(2) amended by L.42/2012
- <sup>9</sup> Article 16(5) added by L.42/2012
- <sup>10</sup> Article 18 heading amended by R&O.72/2013
- <sup>11</sup> Article 18(1) amended by R&O.72/2013
- <sup>12</sup> Article 23(2) amended by L.42/2012
- <sup>13</sup> Article 24(1) substituted by L.42/2012
- <sup>14</sup> Article 24(1A) inserted by L.42/2012

<sup>15</sup> *Article 24(1B)*

*inserted by L.42/2012*

<sup>16</sup> *Article 24(4)*

*substituted by L.42/2012*