



Jersey

# RESIDENTIAL TENANCY (JERSEY) AMENDMENT LAW 202-

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## RESIDENTIAL TENANCY (JERSEY) AMENDMENT LAW 202-

A **LAW** to amend the [Residential Tenancy \(Jersey\) Law 2011](#), including to improve tenants' rights under residential tenancies.

*Adopted by the States*

*12 September 2025*

*Sanctioned by Order of His Majesty in Council*

*[date to be inserted]*

*Registered by the Royal Court*

*[date to be inserted]*

*Coming into force*

*[date to be inserted]*

**THE STATES**, subject to the sanction of His Most Excellent Majesty in Council, have adopted the following Law –

### 1 [Residential Tenancy \(Jersey\) Law 2011](#) amended

This Law amends the [Residential Tenancy \(Jersey\) Law 2011](#).

### 2 Long title amended

In the long title, “of 9 years or less” is deleted.

### 3 Article 1 (interpretation) amended

(1) In Article 1(1), after the definition “deposit” there is inserted –

“initial term” means an initial specified term for which a residential tenancy is granted (after which the tenancy ends only if the required notice is given under Article 6C), if any;

“Jersey Appointments Commission” means the Commission established by Article 17 of the [Employment of States of Jersey Employees \(Jersey\) Law 2005](#);

(2) In Article 1(1), for the definition “period” there is substituted –

“periodic tenancy” means a residential tenancy covered by Article 6(2) (that is not granted for an initial term or that continues after an initial term);

“reason” means a reason for which a landlord may end a residential tenancy, as defined in Article 6G;

- (3) In Article 1(1), in the definition “rent”, “, or the term,” is deleted.
- (4) In Article 1(1), after the definition “rent” there is inserted –
  - “Rent Tribunal” means the Tribunal established by Article 13A;
- (5) In Article 1(1), in the definition “residential tenancy agreement” –
  - (a) after “means an agreement” there is inserted “that is”;
  - (b) for sub-paragraph (c) there is substituted –
    - (c) not passed before the Royal Court;
- (6) In Article 1(1), after the definition “residential unit” there is inserted –
  - “social rented housing” means a residential unit –
    - (a) that may be occupied under a residential tenancy only by people who are eligible under the policy on renting social housing that is published by the Minister; and
    - (b) for which the amount of rent must comply with a policy on social housing rents that is published by the Minister;
  - “States’ employee” has the meaning given in Article 2 of the [Employment of States of Jersey Employees \(Jersey\) Law 2005](#);
- (7) In Article 1(1), after the definition “tenant” there is inserted –
  - “total duration” means the total consecutive duration for which the same tenant has a residential tenancy of the same residential unit, whether during 1 or both of –
    - (a) an initial term; and
    - (b) a periodic tenancy;
  - “working day” means a day other than –
    - (a) a Saturday, a Sunday, Good Friday or Christmas Day; or
    - (b) a public holiday or bank holiday under Article 2 of the [Public Holidays and Bank Holidays \(Jersey\) Law 1951](#);
  - “writing” includes writing in an electronic form.

#### **4 Article 3 (agreements to which this Law applies) amended**

- (1) For Article 3(1) and (2) there is substituted –
  - (1) This Law applies only in respect of –
    - (a) residential tenancy agreements; and
    - (b) residential tenancies under residential tenancy agreements.
- (2) In Article 3(4), for “paragraphs (2) and (3)” there is substituted “paragraph (3)”.

#### **5 Article 4 (essential provisions in agreements) amended**

For Article 4(1) and (2) there is substituted –

- (1) A residential tenancy agreement, as made or varied, must –
  - (a) be in writing;
  - (b) be signed by or on behalf of the parties to the agreement;

- (c) set out the details that are specified in Schedule 1 when the agreement is made or varied; and
  - (d) set out the provisions that are specified in Schedule 2 when the agreement is made or varied.
- (2) The provisions that are specified in Schedule 2 when an agreement is made or varied are treated as part of the agreement even if the agreement –
  - (a) does not set them out; or
  - (b) purports to limit or exclude them.

## **6 Part 3 (termination of periodic tenancies) substituted**

For Part 3 there is substituted –

### **PART 3**

#### **GRANTING AND ENDING TENANCIES**

##### **6 Tenancy granted for initial term or as periodic tenancy**

- (1) If a residential tenancy is granted, it must be granted –
  - (a) for an initial term of 3 years or less; or
  - (b) as a periodic tenancy.
- (2) A residential tenancy is a periodic tenancy if –
  - (a) it is not granted for an initial term; or
  - (b) it was granted for an initial term but the term ended without the tenancy being ended by notice under Article 6C.
- (3) A tenant's residential tenancy cannot be granted or varied so that –
  - (a) a further specified term starts after their initial term ends unless, between those terms, their residential tenancy for the initial term has ended and –
    - (i) they have given vacant possession of the residential unit for a significant period; or
    - (ii) another tenant has a residential tenancy of the residential unit;
  - (b) their periodic tenancy ends and their tenancy for a specified term starts; or
  - (c) the initial term of their tenancy is extended to more than 3 years.
- (4) If a residential tenancy is purportedly granted for an initial term of more than 3 years, the initial term is treated as being 3 years.
- (5) A residential tenancy cannot be granted, created or extended by reconduction tacite.

##### **6A Tenancy may be ended only as provided**

- (1) The landlord or the tenant –

- (a) may end a residential tenancy only in accordance with a provision in Articles 6C to 6F;
- (b) may choose which provision to use if 2 or more apply; and
- (c) if the other has given notice to end the tenancy on a particular day, may end the tenancy earlier if allowed by another provision.

(2) But also –

- (a) the landlord and the tenant may agree to end the tenancy under Article 20; or
- (b) the landlord or the tenant may apply to have the Court end the tenancy under Article 8, 10 or 16.

## **6B Giving notice to end tenancy**

- (1) A written notice to end a residential tenancy (given by the landlord or the tenant) must comply with the Article under which it is given, this Article and Article 18A.
- (2) The written notice must –
  - (a) state that the residential tenancy is to end;
  - (b) specify the Article under which the notice is given;
  - (c) if a reason must be given for ending the tenancy, state the reason;
  - (d) specify the final day of the tenancy, or state how the final day is calculated (for example, an emailed notice received by a tenant on 10 June, with a 1-month notice period, may end the tenancy at the end of the day on 10 July because of Article 18A);
  - (e) if the notice is given under Article 6D, specify the requirements that the notice-giver must satisfy under Article 6D(b) for the tenancy to end; and
  - (f) if on paper, be signed and dated by the notice-giver.

## **6C Landlord or tenant can give notice to end tenancy when initial term ends**

- (1) If a residential tenancy has an initial term, the tenancy ends when the term ends only if a written notice to end the tenancy is given –
  - (a) by the landlord to the tenant at least 3 months before the end of the term; or
  - (b) by the tenant to the landlord at least 1 month before the end of the term.
- (2) The initial term is extended if the landlord or the tenant gives the notice –
  - (a) after their deadline under paragraph (1); but
  - (b) before the term was to end.
- (3) In that case, the extended term and the tenancy end –
  - (a) 3 months after the notice is given, if given by the landlord; or
  - (b) 1 month after the notice is given, if given by the tenant.
- (4) But the tenancy continues as a periodic tenancy under Article 6(2)(b) after the initial term ends if –

- (a) the landlord and the tenant agree to that, even if a notice is given under this Article after they agree; or
- (b) no notice is given under this Article.

#### **6D How landlord or tenant ends tenancy by notice, without reason, during initial term**

If a residential tenancy has an initial term, the term may be ended early (without giving a reason) if –

- (a) either –
  - (i) the landlord gives the tenant at least 3 months' written notice; or
  - (ii) the tenant gives the landlord at least 1 month's written notice; and
- (b) the notice-giver satisfies the requirements set out in the residential tenancy agreement under paragraph 12 of Schedule 1.

#### **6E How landlord or tenant ends tenancy by notice, without reason, during periodic tenancy**

A periodic tenancy may be ended (without giving a reason) by –

- (a) the landlord giving the tenant at least 1 year's written notice; or
- (b) the tenant giving the landlord at least 1 month's written notice.

#### **6F How landlord ends tenancy by notice, for certain reasons, during initial term or periodic tenancy**

- (1) The landlord may end a residential tenancy for a certain reason during an initial term, or during a periodic tenancy, by giving the tenant written notice of at least the specified period, as follows –

Reason	Initial term	Periodic tenancy
(a) sale or change of use	Not applicable	3 or 6 months
(b) renovation	Not applicable	3 or 6 months
(c) use by landlord or family	Not applicable	3 or 6 months
(d) use by landlord's helper	Not applicable	3 or 6 months
(e) under-occupied social rented housing	3 months	3 or 6 months
(f) tenant's residential status	3 months	3 months
(g) serious breach of tenancy agreement	1 month	1 month
(h) uninhabitable residence	1 month	1 month
(i) breach of ownership document	1 month	1 month
(j) breach of insurance policy	1 month	1 month
(k) residence left empty	1 month	1 month
(l) tenant's work	7 days	7 days

Reason	Initial term	Periodic tenancy
(m) tenant's work permit or visa	7 days	7 days
(n) tenant's illegality or nuisance	7 days	7 days
(o) tenant's residential status from incorrect information	7 days	7 days

- (2) If the specified period is "3 or 6 months", the period is –
- (a) 3 months if the total duration of the tenant's residential tenancy is less than 5 years; or
  - (b) 6 months if the total duration is 5 years or more.

## **6G Reasons for landlord to end tenancy**

- (1) This Article defines the reasons for which a landlord may end a residential tenancy under Article 6F.
- (2) The reasons are –
- (a) "sale or change of use", meaning that the landlord needs the residential unit to be empty because they –
    - (i) intend to sell it; or
    - (ii) have planning permission to change its use under the [Planning and Building \(Jersey\) Law 2002](#);
  - (b) "renovation", meaning that the landlord needs the residential unit to be empty because –
    - (i) they intend to renovate or carry out other building work on the unit; and
    - (ii) the tenant could not reasonably live in the unit during the building work;
  - (c) "use by landlord or family", meaning that the landlord intends to occupy, or have a family member occupy, the residential unit for at least 6 months;
  - (d) "use by landlord's helper", meaning that –
    - (i) the landlord intends to have a carer, housekeeper or other helper occupy the residential unit for at least 6 months;
    - (ii) the residential unit is near where the landlord lives; and
    - (iii) the type and regularity of the help requires the helper to live near the landlord;
  - (e) "under-occupied social rented housing", meaning that –
    - (i) the residential unit is social rented housing that is assessed as having more bedrooms than the tenant needs under the policy on renting social housing that is published by the Minister; and
    - (ii) the landlord has tried reasonably to help the tenant arrange a residential tenancy that meets their needs;
  - (f) "tenant's residential status", meaning that the tenant is prohibited by Article 17 of the [Control of Housing and Work \(Jersey\) Law 2012](#) from occupying the residential unit because of –

- (i) their residential and employment status under that Law; or
  - (ii) the residential unit's housing category under that Law;
- (g) "serious breach of tenancy agreement", meaning that –
  - (i) the tenant has breached the residential tenancy agreement in a way that is sufficiently serious to justify the landlord ending the tenancy; and
  - (ii) the landlord has given written notice under paragraph (3) but the tenant has not corrected the breach as requested by the notice;
- (h) "uninhabitable residence", meaning that an authorised person decides that something has caused a residential unit to become uninhabitable under Article 9(1);
- (i) "breach of ownership document", meaning that –
  - (i) the tenant's conduct has caused the landlord to breach an ownership document in relation to their residential unit; and
  - (ii) the landlord has given written notice under paragraph (3) but the tenant has not corrected the breach as requested by the notice;
- (j) "breach of insurance policy", meaning that –
  - (i) the tenant's conduct has caused the landlord to breach their insurance policy for the residential unit; and
  - (ii) the landlord has given written notice under paragraph (3) but the tenant has not corrected the breach as requested by the notice;
- (k) "residence left empty", meaning that –
  - (i) no one has occupied the residential unit for at least 2 months, or another period specified in the residential tenancy agreement;
  - (ii) the landlord has not given written approval for the unit to remain empty; and
  - (iii) the landlord reasonably believes that the unit will remain empty for a significant period unless the tenancy is ended;
- (l) "tenant's work", meaning that –
  - (i) the landlord granted the residential tenancy to the tenant in connection with certain work performed by the tenant (whether or not the landlord directly employs the tenant); and
  - (ii) the tenant's performance of the work has ended or been ended, or the tenancy will be ended under this Law before the work ends, in accordance with the 1 or more contracts and enactments relating to performance of the work;
- (m) "tenant's work permit or visa", meaning that, for the tenant to work in Jersey, 1 or both of the following are required but have not been obtained or applied for –
  - (i) a work permit under the [Immigration \(Work Permits\) \(Jersey\) Rules 1995](#);
  - (ii) leave to enter or remain in Jersey, a visa or another authorisation under the Immigration (Jersey) Order 2021;
- (n) "tenant's illegality or nuisance", meaning that the tenant –



- (i) has used, or caused or permitted the use of, the residential unit for illegal purposes; or
  - (ii) has caused or permitted –
    - (A) a repeated or serious nuisance in the residential unit; or
    - (B) interference with the reasonable peace, comfort or privacy of a neighbour of the residential unit; and
  - (o) “tenant’s residential status from incorrect information”, meaning that the tenant is prohibited by Article 17 of the [Control of Housing and Work \(Jersey\) Law 2012](#) from occupying the residential unit because of a change in their residential and employment status that resulted from their provision of incorrect information under that Law.
- (3) A landlord’s written notice under this paragraph must ask the tenant to correct the breach by –
  - (a) stopping certain activity immediately; or
  - (b) doing something to correct the breach within 7 days (or a specified longer period) after receiving the notice.
- (4) In this Article –
 

“family member”, of a person, means –

  - (a) their spouse or civil partner, or another person with whom they live as partner in an enduring relationship and have done so for at least 2 years (“spouse or partner”);
  - (b) their child, or someone who lives with them as if their child, or their parent, sister, brother, grandparent or grandchild, including for a step or half relationship (“relative”);
  - (c) their spouse’s or partner’s relative; or
  - (d) the spouse or partner of their relative or of their spouse’s or partner’s relative;

“ownership document”, for a landlord’s residential unit, means a document relating to their ownership or leasehold of the unit, including –

  - (a) a lease under which they hold the unit in leasehold;
  - (b) a déclaration under the [Loi \(1991\) sur la copropriété des immeubles bâtis](#) (for ownership in flying freehold); or
  - (c) articles of association of a company whose shares give a right to occupy the unit (for ownership by share transfer).

## PART 3A

### RESTRICTIONS ON RENT INCREASES, AND PROVIDING RENT INFORMATION

#### 7A Restrictions on rent increases during total duration

- (1) This Article applies to the rent payable during the total duration of a residential tenancy.
- (2) The rent must not be increased unless the day on which the increase starts is at least –

- (a) 1 year after the day on which the rent was last set or increased; and
  - (b) 2 months after the day on which the landlord gives the tenant written notice of the increased rent (“notice date”).
- (3) The rent must not be increased by more than the annual increase in RPI.
- (4) But different restrictions on rent increases may apply under Articles 7B to 7D.
- (5) In this Article, “annual increase in RPI” means –
- (a) the percentage increase in the Retail Prices Index during the previous 12 months as most recently published by the Chief Statistician before the notice date; or
  - (b) 0% if there was a percentage decrease in the Retail Prices Index during that period.

#### **7B Different restrictions on rent increases for certain landlord employers**

The restrictions in Article 7A(2) and (3) (on the minimum period before, and the amount of, a rent increase) do not apply if –

- (a) there is a residential tenancy between a landlord employer and their tenant employee;
- (b) the landlord deducts the rent from the employee’s salary or wages; and
- (c) the rent per week is increased to no more than the maximum monetary amount specified for each week in Article 3A(3) of the [Employment \(Minimum Wage\) \(Jersey\) Order 2007](#) (the monetary amount that may be attributed to the employer’s provision of living accommodation as a benefit in kind).

#### **7C Different restrictions on rent increases for certain social rented housing**

The restrictions in Article 7A(2) and (3) (on the minimum period before, and the amount of, a rent increase) do not apply if –

- (a) the residential unit is a landlord’s social rented housing; and
- (b) the Minister has given the landlord written notice of the following for all of the landlord’s social rented housing, after agreeing the matters with the landlord –
  - (i) a minimum period that replaces the minimum period in Article 7A(2); and
  - (ii) a limit on the amount of a rent increase that replaces the limit in Article 7A(3).

#### **7D Different limit on amount of rent increase for certain improvements or market rent**

- (1) The limit in Article 7A(3) (on the amount of a rent increase) does not apply if –
- (a) a reason for an exception applies; and
  - (b) the landlord’s written notice of the increased rent –

- (i) states that the rent is increased by more than the limit in Article 7A(3);
  - (ii) specifies the reason for the exception and the basis under paragraph (3) for the replacement limit; and
  - (iii) if paragraph (4) applies, states that the Rent Tribunal has decided on the reason for the exception and the replacement limit, and specifies the amount of the replacement limit.
- (2) A reason for an exception is that –
  - (a) the residential unit has been improved to the tenant's benefit; or
  - (b) the rent has fallen significantly below the rent expected for a new residential tenancy of that type of residential unit (the "market rent").
- (3) Instead, the limit is replaced by the amount by which the rent could reasonably be expected to increase –
  - (a) because of the improvements, if paragraph (2)(a) applies; or
  - (b) to equal the market rent, if paragraph (2)(b) applies.
- (4) If this paragraph is applied by Regulations, this Article has effect only if, on written application by the landlord, the Rent Tribunal –
  - (a) decides that a reason for an exception applies; and
  - (b) decides on the amount of the replacement limit.

#### **7E Tenant may apply to Rent Tribunal for decision on rent increase**

- (1) The Rent Tribunal may decide whether a proposed increase in the rent payable under a residential tenancy complies with this Law.
- (2) The decision may be made only on written application by the tenant by the following deadline –
  - (a) within 2 months and 2 weeks after the notice date under Article 7A(2)(b); or
  - (b) a later deadline set by the Tribunal if its chair is satisfied that the tenant could not meet the earlier deadline because of exceptional circumstances.
- (3) If the Tribunal decides that the increase complies with this Law, the increase has effect as from the day on which it is, or was, to start.
- (4) If the Tribunal decides that the increase does not comply with this Law –
  - (a) the increase has no effect; and
  - (b) the Tribunal may also decide that the rent is instead increased –
    - (i) by a specified amount that complies with this Law and is no more than the increase proposed by the landlord; and
    - (ii) starting on a specified date that would comply with this Law if it were specified in the landlord's notice given under Article 7A(2)(b).

#### **7F Rent payments if Tribunal decides after start of rent increase**

- (1) This Article applies if –

- (a) the tenant has applied to the Rent Tribunal under Article 7E on any grounds (in relation to a proposed rent increase); and
  - (b) the Tribunal has not decided on the increase by the date on which it would start.
- (2) The tenant may continue to pay the rent that was payable before the increase, while the Tribunal has not decided on the increase, unless paragraph (3) applies (which generally applies if the grounds relate to the amount of the increase).
- (3) The tenant may pay the rent that would be payable if it were increased to the limit in Article 7A(3), while the Tribunal has not decided on the increase, if –
  - (a) the tenant's only grounds are that the increase does not comply with that limit;
  - (b) the increase does not depend on Article 7B or 7C (applying a different limit); and
  - (c) for an increase that depends on Article 7D (applying a different limit), it was notified by a notice that complied with Articles 7A(2) and 7D(1)(b).
- (4) But in either case, once the Tribunal decides, its decision must be given effect by –
  - (a) the tenant paying any extra amount that is owed; or
  - (b) the landlord repaying any amount that was overpaid.

## **7G Landlords must provide rent information**

- (1) A landlord must provide the Minister with the information required by Order ("rent information") that –
  - (a) relates to the rent payable under each of their residential tenancies, including information about each residential unit; and
  - (b) is required for the purpose of –
    - (i) informing the Minister about the market for residential tenancies and rent amounts; and
    - (ii) allowing the Minister to provide information to the Rent Tribunal.
- (2) The landlord must provide the rent information at the times, and in the way, specified by Order.
- (3) The Minister may provide any rent information, or information derived from it, to the Rent Tribunal.
- (4) A landlord commits an offence if –
  - (a) without reasonable excuse, they fail to provide the Minister with rent information; or
  - (b) they knowingly or recklessly provide the Minister with rent information that is false or misleading.
- (5) The landlord is liable to a fine of level 2 on the standard scale.

## **7 Article 8 (termination if service element fails, agreement not in writing, details missing or opportunity to read denied) amended**

- (1) In Article 8, in the heading, for “service” there is substituted “agreement”.
- (2) Article 8(1)(a) and (b) are deleted.
- (3) In Article 8(3) –
  - (a) for “on application by the tenant” there is substituted “on the application of a party to the agreement”;
  - (b) after “make an order varying or terminating the agreement” there is inserted “, or requiring the agreement to be set out in writing and signed by or on behalf of the parties,”.
- (4) In Article 8(4), “or renewal” is deleted in both places.
- (5) In Article 8(5), “or as renewed” is deleted.
- (6) Article 8(6) is deleted.

## **8 Article 9 (premises uninhabitable) substituted**

For Article 9 there is substituted –

### **9 Residence uninhabitable**

- (1) This Article applies if an employee or representative of the following who is authorised to do so (“authorised person”) decides that something has caused a residential unit to become uninhabitable –
  - (a) the residential unit’s insurer;
  - (b) the States of Jersey Fire and Rescue Service; or
  - (c) an administration of the States (relating to planning and building, environmental health or otherwise).
- (2) The tenant is not liable to pay any rent or other amount that is otherwise payable under the residential tenancy agreement for the affected period unless –
  - (a) the cause is the intentional or reckless conduct of the tenant; or
  - (b) the landlord and the tenant have agreed that the landlord will provide the tenant with other appropriate accommodation until the affected period ends.
- (3) Paragraph (4) applies if –
  - (a) the cause is the intentional or reckless conduct of the tenant; and
  - (b) the tenant has paid any rent or other amount that was payable under the residential tenancy agreement for any part of the affected period.
- (4) The landlord need not repay the amount unless required by an order of the Court (for example, if the Court finds that the amount exceeds the cost of the damage caused by the tenant).
- (5) This Article does not prevent or affect a review of rent during the affected period.
- (6) In this Article, the “affected period” –
  - (a) starts on the day on which –

- (i) the residential unit became uninhabitable, if that day is known; or
  - (ii) the authorised person made their decision under paragraph (1), otherwise; and
- (b) ends when –
  - (i) the residential unit becomes inhabitable again; or
  - (ii) the residential tenancy ends, if that is earlier.

## **9 Article 11 (eviction where failure to give vacant possession) substituted**

For Article 11 there is substituted –

### **11 Order for eviction of tenant**

- (1) A landlord may apply to the Court for an order to evict the tenant from their residential unit.
- (2) The Court may order the eviction if it is satisfied that –
  - (a) the residential tenancy has ended; and
  - (b) the tenant has not given vacant possession of the residential unit.
- (3) The Court must order the eviction if it is satisfied –
  - (a) of the matters under paragraph (2); and
  - (b) that the landlord ended the residential tenancy under Article 6F for any of the following reasons –
    - (i) sale or change of use;
    - (ii) renovation;
    - (iii) use by landlord or family;
    - (iv) use by landlord's helper;
    - (v) tenant's residential status;
    - (vi) tenant's work;
    - (vii) tenant's work permit or visa; or
    - (viii) tenant's residential status from incorrect information.

## **10 Article 12 (termination and eviction where failure to rectify breach) deleted**

Article 12 is deleted.

## **11 Part 4A (Rent Tribunal) inserted**

After Article 13 there is inserted –

## PART 4A

### RENT TRIBUNAL

#### 13A Rent Tribunal established

The Rent Tribunal is established once its initial members are appointed.

#### 13B Appointment of members

- (1) The States Assembly may, if recommended by the Minister, do 1 or both of the following –
  - (a) appoint a new member of the Rent Tribunal;
  - (b) appoint the new member as the chair or the deputy chair of the Tribunal.
- (2) There must be no fewer than 3 members, of whom –
  - (a) 1 must be the chair; and
  - (b) 1 must be the deputy chair.
- (3) The Minister must recommend people for appointment but, before recommending a person –
  - (a) must consult the Jersey Appointments Commission and consider its recommendations; and
  - (b) must be satisfied that the person is qualified for the position.
- (4) A person is “qualified for the position” if –
  - (a) they have appropriate experience in matters of housing and residential tenancies and are otherwise suitable for the position;
  - (b) they are ordinarily resident in Jersey;
  - (c) they are not, and within the previous 2 years have not been –
    - (i) a member of the States, meaning a person listed in Article 2(1) of the [States of Jersey Law 2005](#);
    - (ii) a States’ employee; or
    - (iii) the holder of an office listed in Schedule 1 to the [Employment of States of Jersey Employees \(Jersey\) Law 2005](#); and
  - (d) for the chair or the deputy chair, they have a law degree or similar qualification from a university or other institution, as approved by the Judicial Greffier, unless this requirement is excluded by Regulations.

#### 13C Appointment’s duration and reappointment of member

- (1) A member of the Rent Tribunal may be appointed or reappointed for 3 years or less each time, as long as the combined duration of their membership is 9 years or less.
- (2) Only the Minister may –
  - (a) reappoint a member; or
  - (b) appoint a reappointed member as the chair or the deputy chair.
- (3) Before reappointing a member, the Minister –

- (a) must consult the Jersey Appointments Commission and consider its recommendations; and
- (b) must be satisfied that the person remains qualified for the position under Article 13B(4).

### **13D Member's oath or affirmation**

- (1) A member of the Rent Tribunal must take an oath, or make an affirmation, before the Royal Court that they will carry out their functions well and faithfully.
- (2) The member must do so –
  - (a) before first acting as a member; and
  - (b) before being reappointed as a member.

### **13E Ending membership**

A person stops being a member of the Rent Tribunal only if –

- (a) they resign by giving written notice to the Minister;
- (b) they die;
- (c) they are bankrupted;
- (d) they stop being qualified for the position under any of Article 13B(4)(b) to (d);
- (e) they have a delegate appointed for them under Part 4 of the [Capacity and Self-Determination \(Jersey\) Law 2016](#);
- (f) they are liable to be detained, or are subject to guardianship, under the [Mental Health \(Jersey\) Law 2016](#);
- (g) they have not performed their functions, and have not attended meetings of the Rent Tribunal, for at least 2 months without the prior consent of the Minister;
- (h) they do not take the oath, or make the affirmation, under Article 13D within a reasonable time after their appointment; or
- (i) the Royal Court removes them on being satisfied that they neglected their functions or misconducted themselves.

### **13F Deputy chair and secretary of Tribunal**

- (1) The deputy chair may act as the chair of the Rent Tribunal only when the chair is not able to.
- (2) The Judicial Greffier –
  - (a) must act as the Tribunal's secretary; but
  - (b) may delegate all or part of that function to an officer of the Judicial Greffe.

### **13G Decision-making**

- (1) A quorum of the chair and 2 other members is required for the Rent Tribunal –



- (a) to proceed with a sitting, whether a hearing or otherwise; or
  - (b) to make a decision.
- (2) The Tribunal decides by simple majority and, if there is no majority, the chair has a casting vote.

### **13H Jurisdiction and appeals**

- (1) The Rent Tribunal has exclusive original jurisdiction over a matter that it may decide under –
  - (a) Article 7E; or
  - (b) Article 7D(4), if applicable.
- (2) The Tribunal's decision may be appealed but only –
  - (a) on a point of law;
  - (b) to the Royal Court (Inferior Number); and
  - (c) with the following leave –
    - (i) leave of the Tribunal that is applied for within 28 days after the day on which the decision was made, or by a later deadline set by the Tribunal that, in all the circumstances, it considers to be just; or
    - (ii) if leave is not granted by the Tribunal, leave of the Royal Court that is applied for within the period required by its rules of court.
- (3) The person who applies for, or is granted, leave to appeal against a decision of the Tribunal may also apply to stay the execution of the decision until leave to appeal can no longer be granted or the appeal is finally determined.
- (4) On appeal, the Royal Court may –
  - (a) affirm the decision; or
  - (b) cancel the decision and –
    - (i) decide the matter itself; or
    - (ii) require the Tribunal to reconsider the matter.
- (5) The power to make rules of court under Article 13 of the [Royal Court \(Jersey\) Law 1948](#) –
  - (a) applies as if the Rent Tribunal were a court; but
  - (b) is subject to this Part.

### **13I Sittings generally public**

- (1) The Rent Tribunal must hold its sittings (whether a hearing or otherwise) in public.
- (2) But the Tribunal must hold a sitting in private –
  - (a) if the chair is satisfied that there are good reasons to do so; or
  - (b) if required by Order.

**13J Publication of decisions**

- (1) The Rent Tribunal may publish a report of its decision on any particular proceedings, even if its sittings were held in private.
- (2) But the Tribunal must not publish a report if the chair is satisfied that there are good reasons not to.

**13K Preparation of annual report**

- (1) The Rent Tribunal must, within 4 months after the end of each calendar year –
  - (a) prepare a report for the calendar year; and
  - (b) provide a copy of the report to the Minister.
- (2) The report must –
  - (a) summarise the Tribunal's activities; and
  - (b) summarise the outcomes of the Tribunal's decisions but without disclosing information that would identify a party to its proceedings.
- (3) The Minister must present a copy of the report to the States Assembly as soon as reasonably practicable after receiving it.

**13L Interests of members**

- (1) This Article applies if there is a matter before the Rent Tribunal in which a member has an interest that is –
  - (a) personal or financial, whether direct or indirect; and
  - (b) not merely an interest as a member of the public.
- (2) The member, as soon as practicable after the matter or interest arises –
  - (a) must disclose their interest to the other members of the Tribunal; and
  - (b) must not be involved in any decision or sitting to which the matter relates unless their interest is an indirect financial interest that is marginal.
- (3) In this Article –
  - (a) a member has an indirect financial interest if, for example –
    - (i) the member or their nominee is a partner, adviser, member or employee of an entity; and
    - (ii) the entity is, or is associated with, a party to the proceedings that involve the matter;
  - (b) an indirect financial interest is marginal only if it is a beneficial interest in an entity's securities whose nominal value is 1/1000th or less of the total nominal value of the entity's issued share capital; and
  - (c) an entity includes a body corporate, a partnership or an unincorporated association.
- (4) A member commits an offence if they breach paragraph (2) without reasonable excuse.
- (5) The member is liable to a fine of level 3 on the standard scale.

**13M Disclosure of information by members**

- (1) A member of the Rent Tribunal, or a person acting for it, must not disclose any document or other information that –
  - (a) relates to a person's activities or circumstances; and
  - (b) they acquire in carrying out their functions.
- (2) But they may disclose the document or information –
  - (a) with the consent of –
    - (i) the person to whom the document or information relates; and
    - (ii) if different, the person who provided the document or information; or
  - (b) so far as it is necessary –
    - (i) to enable them to carry out their functions;
    - (ii) in the interests of the investigation, detection, prevention or prosecution of an offence; or
    - (iii) to comply with a court order.
- (3) A person commits an offence if they knowingly or recklessly breach paragraphs (1) and (2).
- (4) The person is liable to a fine of level 3 on the standard scale.

**13N Liability of members and secretary**

A member or the secretary of the Rent Tribunal is not liable in damages for an act in carrying out, or purporting to carry out, their functions unless –

- (a) their act is in bad faith; or
- (b) they are liable because the act is unlawful under Article 7(1) of the [Human Rights \(Jersey\) Law 2000](#).

**13O Remuneration of members and payment of expenses**

- (1) The members of the Rent Tribunal must be –
  - (a) paid the remuneration that is set by, or calculated in accordance with, an Order; and
  - (b) repaid for their reasonable expenses.
- (2) The consolidated fund must be used to –
  - (a) make those payments; and
  - (b) pay the expenses for the administration of the Rent Tribunal.

**13P Powers for proceedings**

- (1) The Rent Tribunal has the same powers, rights and privileges as the Royal Court in relation to –
  - (a) the attendance, oaths and affirmations or examination of witnesses;
  - (b) the production and inspection of documents and other information; and

- (c) anything else that is necessary or proper for the Tribunal to exercise its jurisdiction.
- (2) The Tribunal may, as part of those powers, rights and privileges –
  - (a) issue a summons requiring a person –
    - (i) to appear at a specified hearing;
    - (ii) to testify to a relevant matter that they know about; and
    - (iii) to provide a relevant document or information that they have or control;
  - (b) administer oaths and affirmations and examine people;
  - (c) ask a question of a party to proceedings and require them to answer, in writing and by a specified time, if the Tribunal considers that the answer –
    - (i) may help to clarify an issue likely to arise for decision in the proceedings; or
    - (ii) is likely to help to progress the proceedings if available before a sitting; or
  - (d) infer adversely from a person's failure, without reasonable excuse, to do anything that the Tribunal requires.
- (3) But a person need not give a document or other information to the Tribunal if it may incriminate them.

### **13Q Offences in dealing with Tribunal**

- (1) A person commits an offence if, without reasonable excuse, they act in relation to the Tribunal in a way that would be contempt of court if the Tribunal were the Royal Court.
- (2) The person is liable to imprisonment for a term of 6 months and to a fine of level 3 on the standard scale.

## **12 Heading to Part 5 (jurisdiction and proceedings) amended**

In the heading to Part 5, for “Jurisdiction” there is substituted “Court’s jurisdiction”.

## **13 Article 14 (stay of eviction) amended**

In Article 14(1), “or 12” is deleted.

## **14 Article 15 (matters to be considered in deciding on stay) amended**

- (1) In Article 15(1), for “shall” there is substituted “must”.
- (2) After Article 15(1)(d) there is inserted –
  - (e) the landlord’s reason for ending the tenancy, if the eviction was ordered under Article 11(3).
- (3) For Article 15(2)(a) there is substituted –
  - (a) whether the residential tenancy was granted for an initial term and whether the tenancy has ended after notice was given under Article 6C;

- (aa) the landlord's reason for ending the residential tenancy, if the tenancy was ended by the landlord under Article 6F;
- (4) For Article 15(2)(f) and (g) there is substituted –
  - (f) whether the tenant has used, or caused or permitted the use of, the residential unit for illegal purposes;
  - (g) whether the tenant has caused or permitted –
    - (i) a repeated or serious nuisance in the residential unit; or
    - (ii) interference with the reasonable peace, comfort or privacy of a neighbour of the residential unit;

## 15 Article 16 (jurisdiction) amended

After Article 16(1) there is inserted –

- (1A) But the Court has no jurisdiction over a matter for which the Rent Tribunal has jurisdiction under Article 13H(1).

## 16 Articles 18A and 18B inserted

Before Article 19 there is inserted –

### 18A Notices: receipt date and notice period

- (1) A written notice given under this Law is treated as being received –
  - (a) if sent electronically, in accordance with Article 6 of the [Electronic Communications \(Jersey\) Law 2000](#);
  - (b) if given in person, on the day on which it is given;
  - (c) if sent by post with tracked delivery, on the day of its delivery; or
  - (d) if sent by post otherwise, on the second working day after it is sent.
- (2) If a written notice must be given at least a certain period before it ends a residential tenancy, that period starts at the end of the day on which the notice is received.

### 18B Amounts may be recovered as civil debt

The person to whom an amount must be paid or repaid under this Law may apply to the Court to recover the amount as a civil debt.

## 17 Article 19 (documents to be provided to tenant) amended

For Article 19(1) there is substituted –

- (1) The landlord under a residential tenancy agreement must give the tenant a copy of the agreement as made or varied, as soon as reasonably practicable after the residential tenancy agreement, or an agreement for its variation, has been signed by or on behalf of the parties to the agreement.

**18 Article 23 (Orders) amended**

- (1) For Article 23(2)(f) there is substituted –
  - (f) the giving and content of notices or other documents under this Law other than any application, summons, notice or other document that is filed in, or issued from, the Rent Tribunal, the Royal Court or the Court;
- (2) After Article 23(2)(l) there is inserted –
  - (la) requiring rent information to be provided under Article 7G(1) of the type, and for the purpose, specified in that provision (which relates to rent amounts);
  - (lb) specifying the times at which, and the way in which, the rent information must be provided under Article 7G(2);
  - (lc) providing for the procedures of the Rent Tribunal in making its decisions or otherwise, including any related time limits;
  - (ld) requiring the Rent Tribunal to hold certain sittings in private (for the purposes of Article 13I(2)(b));
  - (le) setting, or providing for the calculation of, the amount or rate of remuneration for a member of the Rent Tribunal (for the purposes of Article 13O(1)(a));
- (3) After Article 23(3) there is inserted –
  - (3A) Before making an Order under any of paragraph (2)(lc) to (le), the Minister must consult the Judicial Greffier.

**19 Article 24 (Regulations) amended**

- (1) After Article 24(1)(l) there is inserted –
  - (la) amending Article 6F or 6G to add, remove or change –
    - (i) a reason for which a landlord may end a residential tenancy during an initial term or a periodic tenancy, and the specified period of the written notice, in Article 6F; or
    - (ii) a reason for which a landlord may end a residential tenancy, as defined in Article 6G;
  - (lb) amending Article 7B, 7C or 7D, or inserting or deleting a provision, to add, remove or change –
    - (i) the circumstances in which a restriction in Article 7A(2) or (3) (on the minimum period before, or the amount of, a rent increase) does not apply; and
    - (ii) any other restriction that applies instead;
  - (lc) applying Article 7D(4) (so that certain exceptions to the limit on rent increases are determined by the Rent Tribunal);
  - (ld) excluding the requirement in Article 13B(4)(d) (for the chair and the deputy chair of the Tribunal to have a qualification in law);
  - (le) amending, inserting or deleting any provisions of this Law that relate to the Rent Tribunal to change anything relating to the following aspects of the Tribunal –
    - (i) its composition, the appointment of its members and the ending of membership;

- (ii) its decision-making and procedures;
  - (iii) its functions, its powers, rights and privileges and its jurisdiction;
  - (iv) its name;
- (lf) providing for the Minister to appoint a States' employee as an officer for certain purposes ("authorised officer");
- (lg) granting to authorised officers powers to investigate whether a person has committed an offence or a civil penalty breach under this Law, including related powers –
  - (i) to require a person to provide a document or other information relating to a residential tenancy, or the 1 or more residential tenancies for which the person is the landlord or managing agent;
  - (ii) to enter a residential unit, a place of business or another place at any reasonable time with reasonable notice or under a warrant issued on reasonable grounds;
  - (iii) to enter along with another person or equipment required for the investigation;
  - (iv) to measure, photograph or record anything required for the investigation; or
  - (v) to take and copy a document or other information that the officer is given or discovers by investigation;
- (2) After Article 24(1) there is inserted –
  - (1AA) Before lodging a proposition containing draft Regulations to be made under paragraph (1)(ld), the Minister must consult the Judicial Greffier.
- (3) For Article 24(3)(b) there is substituted –
  - (b) create an offence punishable by a penalty not exceeding level 3 on the standard scale, and provide for the offence in the Regulations themselves or by amending this Law;
  - (ba) provide that a specified breach under this Law or a residential tenancy agreement is a civil penalty breach, for which –
    - (i) an authorised officer (see paragraph (1)(lf)) may give the person in breach a notice imposing a civil penalty;
    - (ii) the maximum amount of a civil penalty is £1,000;
    - (iii) the amount of the civil penalty is specified in the Regulations, calculated in accordance with the Regulations or set by the authorised officer in accordance with the Regulations; and
    - (iv) the civil penalty must be paid, within a specified period, to an authorised officer who must then pay it into the consolidated fund;
  - (bb) provide for anything relating to civil penalty breaches, such as –
    - (i) specifying criteria for giving a notice;
    - (ii) providing for a notice of proposed civil penalty;
    - (iii) setting deadlines for giving notices; or
    - (iv) providing for a right to appeal against the imposition of a civil penalty;

**20 Article 24A (transitional provisions) inserted**

After Article 24 there is inserted –

**24A Transitional provisions**

Schedule 3 provides for the transition that occurs when amendments to this Law come into force.

**21 Schedule 1 (what an agreement must specify) amended**

- (1) In the heading to Schedule 1, for “Article 4(1)” there is substituted “Article 4(1)(c)”.
- (2) In Schedule 1, for paragraphs 3 to 5 there is substituted –
  3. That the tenancy has an initial term, and either the length of the term or the date on which it ends, or that the tenancy is a periodic tenancy.
  4. The name of the landlord and, if there is one, the managing agent.
  5. The following information for the landlord or, if there is one, the managing agent –
    - (a) their business address;
    - (b) their daytime and out-of-hours telephone numbers for the tenant to communicate a concern or complaint or to use in an emergency.
- (3) In Schedule 1, after paragraph 11 there is inserted –
  12. If there is an initial term, 1 or more requirements that the following must satisfy to end the residential tenancy under Article 6D (ending tenancy early without giving a reason) during the initial term –
    - (a) a notice-giver who is the landlord;
    - (b) a notice-giver who is the tenant.

For example, a single requirement might require that both the landlord and the tenant do not end the residential tenancy under Article 6D until at least 1 year after the tenancy started.
  13. Who must do the following for each service (such as electricity, gas, water or drainage) that is available at the residential unit –
    - (a) arrange its supply;
    - (b) pay for the supply;
    - (c) arrange, and pay for, the maintenance and repair of its related equipment.
  14. Who must maintain and repair the landlord’s fixtures, fittings and movable property (such as furnishings and electrical appliances) that are included with the residential tenancy.
  15. The landlord’s obligations under an ownership document or insurance policy that could be breached because of the tenant’s conduct, for the purposes of Article 6G(2)(i) and (j).

**22 Schedule 2 (provisions that an agreement must contain) amended**

- (1) In the heading to Schedule 2, for “Article 4(1)” there is substituted “Article 4(1)(d)”.



(2) In Schedule 2, after paragraph 4 there is inserted –

5. The landlord must, for the total duration of the residential tenancy, insure the residential unit for any risk, loss or damage for which it can reasonably be insured, such as damage caused by fire, storm, flood or subsidence.
6. If the tenant pays to the landlord or their managing agent any rent or other amount that is not payable under the residential tenancy, the landlord must repay the amount within 10 working days after they become aware that the amount was not payable.

But this provision does not apply to an overpayment under Article 3 of the [Residential Tenancy \(Supply of Services\) \(Jersey\) Order 2013](#).

7. If the tenant requests a receipt within 5 working days after paying any rent or other amount under the residential tenancy, the landlord must give them a written receipt for the payment within 5 working days after receiving the request.

## 23 Schedule 3 (transitional provisions) inserted

After Schedule 2 there is inserted –

### SCHEDULE 3

(Article 24A)

#### TRANSITIONAL PROVISIONS

##### 1 Interpretation

In this Schedule –

- “2025 amendments” means the amendments made to this Law by the Residential Tenancy (Jersey) Amendment Law 202-;
- “existing tenancy” means a residential tenancy to which this Law applied immediately before the 2025 amendments came into force;
- “this Law as amended” means this Law as amended by the 2025 amendments.

##### 2 Existing tenancies for specified term

- (1) An existing tenancy for a specified term remains subject to this Law as it was immediately before the 2025 amendments came into force.
- (2) But –
  - (a) the residential tenancy agreement for the existing tenancy cannot be varied or renewed, despite its provisions (instead the parties may enter into a new agreement under this Law as amended that starts after the existing tenancy ends or a periodic tenancy may arise under clause (c));
  - (b) if the agreement requires that, for the tenancy to end when the specified term ends, notice must be given at least a required period before then, paragraph 3 applies to the giving of that notice; and
  - (c) if, after the 2025 amendments came into force, the specified term ends and the tenant continues to occupy the residential unit on the basis of a

recurrent period, the existing tenancy becomes a periodic tenancy to which this Law as amended applies.

- (3) For clarity, it is not a variation to carry out a rent review under the existing tenancy's agreement.

### **3 Giving notice to end tenancy when specified term ends**

- (1) If the notice described in paragraph 2(2)(b) is given as required by the residential tenancy agreement, including at least the required period before the end of the specified term, the tenancy ends when the specified term ends.
- (2) Sub-paragraph (3) applies if the notice described in paragraph 2(2)(b) is given as required by the agreement, except that it is given –
- (a) less than the required period before the end of the specified term; but
  - (b) before the end of the specified term.
- (3) In that case –
- (a) the specified term is extended; and
  - (b) the extended term and the tenancy end that required period after the notice is given.
- (4) For example, if the required period is 3 months (before the end of the specified term) but the tenant gives notice only 2 months before that, the tenancy ends 3 months after the notice is given, so that the specified term is extended by 1 month.
- (5) In all cases under this paragraph, once the specified term ends, the tenant cannot continue to occupy the residential unit on the basis of a recurrent period (meaning that paragraph 2(2)(c) does not apply).

### **4 Existing periodic tenancies**

This Law as amended applies to an existing tenancy under which the tenant occupied a residential unit on the basis of a recurrent period, as if it were a periodic tenancy.

### **5 Existing tenancies that become subject to this Law**

If this Law as amended starts to apply to an existing tenancy, Article 4 applies as if the residential tenancy agreement had been varied when this Law as amended started to apply to it.

### **6 Total duration of existing periodic tenancy includes earlier tenancies**

- (1) If paragraph 2(2)(c) applies to a tenant's existing tenancy (for a specified term), the tenancy's total duration starts when the existing tenancy becomes a periodic tenancy under that provision.
- (2) If paragraph 4 applies to a tenant's existing tenancy (a periodic tenancy), the tenancy's total duration includes the total consecutive duration of –
- (a) that existing tenancy and any specified term after which it became periodic; and

- (b) any 1 or more consecutive earlier residential tenancies of the same tenant and residential unit.
- (3) But sub-paragraph (2) does not mean that anyone must have done anything before the 2025 amendments came into force.
- (4) For clarity, if a residential tenancy is granted under this Law as amended and starts immediately after the same tenant's existing tenancy for a specified term ended, the new tenancy's total duration starts when the new tenancy starts.

## 24 Repeals

The following are repealed –

- (a) the [Dwelling-Houses \(Rent Control\) \(Jersey\) Law 1946](#);
- (b) the [Dwelling-Houses \(Rent Control\) \(Jersey\) Regulations 1946](#); and
- (c) the [Dwelling-Houses \(Rent Control\) \(Standard Tenancy Agreement\) \(Jersey\) Regulations 1993](#).

## 25 Consequential amendments

- (1) In the [Agriculture \(Loans\) \(Jersey\) Regulations 1974](#), for Regulation 12(2) there is substituted –
  - (2) If the Minister determines under paragraph (1)(c) the maximum rental payable for a residential tenancy under the [Residential Tenancy \(Jersey\) Law 2011](#), the restrictions in Article 7A(2) and (3) (on the minimum period before, and the amount of, a rent increase) of that Law do not apply to the residential tenancy.
- (2) In the [Building Loans \(Jersey\) Law 1950](#), for Article 14(2) there is substituted –
  - (2) If the Minister determines under paragraph (1)(e) the maximum rental payable for a residential tenancy under the [Residential Tenancy \(Jersey\) Law 2011](#), the restrictions in Article 7A(2) and (3) (on the minimum period before, and the amount of, a rent increase) of that Law do not apply to the residential tenancy.

## 26 Citation and commencement

- (1) This Law may be cited as the Residential Tenancy (Jersey) Amendment Law 202-.
- (2) It comes into force on a day specified by the Minister by Order.