

# Important changes to residential tenancy law: what landlords and tenants need to know

**Briefing Summary:** The Residential Tenancy (Jersey) Amendment Law 2025 (the **Amendment Law**) introduces a number of significant changes affecting residential leases. It represents the most significant reform to the market in over a decade since the Residential Tenancy (Jersey) Law 2011 (**RTL**) first came into force in 2013.

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## When will the changes take effect?

The Amendment Law comes into force on 15 April 2026.

## At a glance

There are a number of important changes being introduced to the RTL aimed at strengthening tenant protections and providing clarity as to the rights and obligations of landlords and tenants. Controls of rent increases are brought into effect, and a new independent Rent Tribunal is established to resolve disputes in relation to the lawfulness of rent increases. Another major change is the introduction of more extensive restrictions on a landlord's ability to terminate a tenancy, and extended notice periods for such terminations.

## Restrictions on fixed term tenancies

A new tenancy may be either (i) a fixed-term tenancy for an initial term of up to three years, or (ii) a periodic tenancy. It will not be possible to have consecutive fixed terms. After the expiry of the initial term (unless properly terminated) the tenancy will convert from a fixed term tenancy to a periodic tenancy.

## Ending fixed term tenancies

To prevent a fixed term tenancy from converting to a periodic tenancy either the landlord or the tenant must give notice to the other party. A landlord must give such notice at least three months before the expiry, and a tenant must give such notice at least one month before the expiry.

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If notice to end the tenancy at expiry is given late (but still during the initial term) then the initial term is deemed to continue until three months after the service of such notice by the landlord, or one month after the service of such notice by the tenant.

Either party may terminate a tenancy *during* the initial term if (i) all relevant contractual requirements for such notice are met, and (ii) the minimum notice periods are met (three months for a landlord, one month for a tenant).

## Ending periodic tenancies

Under the Amendment Law, tenants under periodic tenancies are now afforded greater security of tenure.

A periodic tenancy may only be terminated *without reason* by the landlord on giving 12 months' notice. Tenants, on the other hand, may terminate a periodic tenancy at any time (and without any requirement for reason) on giving one month's notice.

Otherwise, a periodic tenancy may only be ended:

1. by mutual agreement;
2. by order of the Petty Debts Court; or
3. by the landlord for one of the specified statutory reasons.

## Landlord termination rights

The Amendment Law introduces prescribed, legally defined, reasons why a landlord may terminate a tenancy (fixed or periodic) and specifies the notice period which applies to such reason.

The statutory notice period is dependent on (i) whether the tenancy is fixed or periodic in nature, and (ii) how long the tenant has been in occupation. The notice periods range from seven days to six months.

A table setting out the grounds for termination, and the respective notice periods, is set out in a table at the end of this briefing.

## Restrictions on rent review

It will only be possible to increase rent once in any 12 month period, and generally any increases will be capped by reference to the annual increase in the Jersey Retail Prices Index. Exceptions may apply, but if a landlord is relying on any such exception, they must explain the reason in writing.

Importantly, a landlord must give at least two months' written notice for any rent increase.

## Rent Tribunal

The newly established Rent Tribunal will have exclusive jurisdiction over disputes about rent increases.

A tenant may challenge unlawful or excessive rent increases, within two months and two weeks of receiving notice of the rent increase (unless exceptional circumstances apply). The tribunal may, if the increase proposed does not comply with the requirements set out in the Amendment Law, disallow the rent increase or substitute a compliant amount.

Landlords may also be required to provide rent information in relation to their units to the Minister for Housing, and can be fined up to £1,000 for failing to do so. The Government will issue further guidance to landlords once this requirement comes into effect.

## Essential terms

Tenancy agreements will need to include additional essential minimum terms – which will be deemed to be included if not expressly set out in the agreement. Specific obligations will be deemed to apply to landlords, including an obligation to insure the unit, and to repay overpayments made by the tenant within 10 working days.

## Uninhabitable premises

If a unit is declared uninhabitable, by either the unit's insurer or an authorised officer, the tenant will not be required to pay rent while they cannot live at the property, unless (i) the tenant's reckless or intentional act rendered the unit uninhabitable, or (ii) the landlord agrees to provide suitable alternative temporary accommodation.

## What agreements are affected?

The Amendment Law will *not apply* to existing fixed term tenancies, entered into before 15 April 2026. Such agreements will continue to be subject to the RTL as it was prior to the commencement of the Amendment Law until their expiry.

Agreements entered into on or after 15 April 2026, and any current periodic tenancies, will be subject to – and must comply with – the Amendment Law.

## Next steps

Landlords should carefully consider the terms of their current lease agreements, and should ensure that they are updated to reflect the requirements of the Amendment Law.

Both landlords and tenants should consider the requisite notice periods.

Statutory reasons for termination and the respective notice periods

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

Reason	Fixed term	Periodic tenancy
(m) tenant’s work permit or visa	Seven days	Seven days
(n) tenant’s illegality or nuisance	Seven days	Seven days
(o) tenant’s residential status from incorrect information	Seven days	Seven days

## FAQs

### 1. When does the new Residential Tenancy Law come into force?

The Amendment Law takes effect on 15 April 2026 and will apply to all new tenancies and existing periodic tenancies from that date.

### 2. What are the main changes introduced by the Amendment Law?

The law strengthens tenant protections, introduces limits on rent increases, updates rules on fixed-term and periodic tenancies, and establishes an independent Rent Tribunal.

### 3. How do the rules for fixed-term and periodic tenancies change?

Fixed-term tenancies can only last up to three years and cannot be renewed consecutively. After expiry, they automatically convert to a periodic tenancy, offering increased security for tenants.

### 4. What are the new rules on rent increases?

Rent can only be increased once every 12 months, generally capped by the Jersey Retail Prices Index (RPI), with two months’ written notice required from the landlord.

### 5. What is the Rent Tribunal and what can tenants use it for?

A new independent Rent Tribunal will resolve disputes about rent increases. Tenants can challenge unlawful or excessive increases within two months and two weeks of receiving notice. The Tribunal can reject the proposed increase or set a compliant rate.

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## 6. What rights do tenants have if the property becomes uninhabitable?

Tenants are not required to pay rent while they cannot live in the property, unless they caused the damage or the landlord provides suitable alternative accommodation.

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## 7. Do the changes apply to my current tenancy?

- Existing fixed-term tenancies signed before 15 April 2026 continue under the old rules until they expire.
- All new tenancies and all existing periodic tenancies must comply with the new law from 15 April 2026.

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