

## Residential Tenancy (Jersey) Law 2011

Service area / [Property Law](#)

Location / [Jersey](#)

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### Introduction

The Residential Tenancy (Jersey) Law 2011 (the "Law") was adopted by the States in order to facilitate the establishment of a modern legal framework for the residential landlord and tenant relationship. The aim is to provide clarity for both landlords and tenants with regard to their respective rights and responsibilities, affording greater protection to the third of Islanders who live in rented accommodation. The Law came into force on 1st May 2013.

### When will the law apply?

The Law applies to all residential tenancy agreements made after the Law came into force, or those agreements that while made before the implementation of the Law are amended or varied after the Law comes into force. A "residential tenancy agreement" (or "RTA") is an agreement that provides for the exclusive occupation of a residential unit (by one or more natural persons), for value and for a period of 9 years or less (or without a specified term). Leases for commercial or agricultural property do not fall within the scope of the Law, and there are several other specific exclusions, such as nursing home accommodation, short lets, and those remaining in occupation by "tacit reconduction" (i.e. without express agreement). The Law applies both to those who are residentially qualified and following the adoption of the Control of Housing and Work (Jersey) Law 2012, those in the unqualified sector.

For the purposes of the Law, a residential unit is defined to mean a self-contained dwelling which has:

- a shower or bath (or other washing facilities);
- a washbasin;
- a kitchen;
- a sleeping space; and
- a lavatory.

There is no requirement that these facilities be in separate rooms, and therefore the definition would extend to, for example, a bed-sit or studio apartment.

There are specific provisions relating to residential units forming part of hotels, nursing homes and other such properties, whereby parts of such properties will only be deemed to be residential units if used solely as a place of residence by a person employed on the premises.

It will not be possible to annul, vary or exclude any provision of the Law, and any person who purports to do so will be guilty of an offence, and liable to a fine.

### Essential provisions

The Law requires that a RTA shall be in writing and signed by both parties.

Any renewals or variations of the RTA must also be in writing. The agreement must also specify the following essential terms:

- a description sufficient to identify the residential unit,

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- the date when the tenancy commences and ends (or if there is no fixed end date the RTA should make this clear),
- the name of the landlord, and the business address of the landlord or their managing agent,
- the rent payable and the frequency of the payments,
- the name of the person to whom the rent is to be paid,
- the details of any deposit or guarantee to be held, (deposit to be held by My Deposits Scheme with effect from 2 November 2015 – see separate publication),
- when the rent is to be reviewed (if at all) and the basis for such review, and
- an inventory of the contents owned by the landlord.

In addition to the essential terms set out above, a RTA must also contain terms to the effect of the following four provisions:

- 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 doing so;
- to the extent that the RTA (or other 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;
- the tenant is not required to purchase any fixtures, fittings, or movable property in general, in, for, or in respect of the residential unit; and
- the tenant is not required to pay any premium, or key money, in respect of the residential unit.

These provisions will be implied into and taken to form part of a RTA, even if they are omitted or the RTA purports to limit them or exclude their application.

Further essential provisions are currently being debated as part of the Housing Minister's consultation scheme. Details of the consultation scheme can be obtained from the Population Office.

### Notice periods for periodic tenancies

The Law introduces clear notice periods for both landlords and tenants wishing to terminate periodic tenancies of residential units. A periodic tenancy is a tenancy which continues on a periodic basis, e.g. from month to month, rather than for a fixed term. Under the Law, a landlord will be required to provide their tenant with 3 months written notice of their intention to terminate the periodic tenancy, whilst a tenant will be required to provide the landlord with 1 months notice.

The notice to terminate must be signed by the person giving it, or on that person's behalf. Both landlord and tenant are relieved of the requirement of notice if either party is in breach of the terms of the residential tenancy, or if a mutual agreement to end the residential tenancy is reached. It is open for the Minister to prescribe a form of notice required, although no such form is presently proposed.

### Tenant's rights

Under the Law, if a residential unit subject to a RTA becomes uninhabitable at any point during the tenancy (through any event other than a malicious act of the tenant) the tenant is excused from paying rent or other sums during that period. The Petty Debts Court, upon application of either party, may make an order varying or terminating the agreement where it considers it to be just in the circumstances.

The Law also creates a positive obligation on a landlord to not prevent its tenant from occupying the whole or any part of the residential unit to which the RTA relates, nor to interfere with the tenant's enjoyment of the unit (provided that the use is not inconsistent with the agreement). Failure to comply with this provision will be an offence, and will be deemed to be a breach of the RTA for the purposes of the Law.

The Law obliges the landlord to provide the tenant as soon as reasonably practicable with a copy of the RTA as made, varied, or renewed, signed by or on behalf of both parties, and a receipt for the deposit (if any) paid by the Tenant.

### Landlord's rights and the role of the court

The Law empowers the Petty Debts Court to make an order of eviction (on application by a landlord under a RTA) in the event that the court is satisfied that a tenant has failed to give vacant possession of a residential unit at the termination of a RTA. A landlord may also make an application for the eviction of a tenant where the tenant has (i) breached one or more terms of the RTA, (ii) been given notice of the breach and opportunity to remedy the breach, and (iii) failed to comply with such notice. The court has discretion, however, to determine if the tenant's breach is sufficiently serious to warrant eviction.

On the making of an order for eviction, unless that order is stayed beforehand, the Viscount is charged with attending the premises and putting the landlord in possession. In this regard, the Viscount is granted powers of entry and the power to remove and dispose of tenant's effects.

The Petty Debts Court is conferred with exclusive jurisdiction over any matter to a residential tenancy or RTA (regardless of the level of rent), and is empowered to make orders relating to payment of rent, damages, adjusting the rights between the parties or terminating the tenancy.

### Housing Minister and States of Jersey

The Housing Minister is empowered to make orders relating to the terms and conditions that may be included in a RTA, and in particular will be able to prescribe standard forms of residential tenancy agreement. The Minister may also vary the application of the Law to certain types of agreement or classes of tenancy.

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The States has made regulations to provide for the regulation of deposits (See: Tenants Deposits in Jersey) and guarantees, or to amend the implied terms and essential provisions of RTAs.

## Conclusion

It is important when entering into any contract to consider your rights and obligations. Residential leases in Jersey have been largely unregulated for some considerable time, and the Law goes some way to creating the foundations of a system of regulation. At Carey Olsen, we have a dedicated specialised Property Group which has considerable strength in depth and experience of this area of Jersey law. We would be delighted to advise agents, landlords or tenants on the practical implications of the Law.



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