

SUMMARY OF RESIDENTIAL TENANCY (JERSEY) AMENDMENT LAW 202- CHANGES (AS AT 4 FEBRUARY 2026)

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SUMMARY - WHAT JERSEY LANDLORDS NEED TO KNOW

On 12 September 2025 the States Assembly adopted the Draft Residential Tenancy (Jersey) Amendment Law 202- (the “**New Law**”).

PLEASE HOWEVER NOTE that the New Law is not ‘in force’ yet. This means that the changes it makes have not yet come into effect. We are not sure when the changes will come into effect, but the indications are that it will take some time. **JLA members should therefore not necessarily act now on any of these changes without appropriate legal advice.**

The New Law will make significant amendments to the Residential Tenancy (Jersey) Law 2011 (the “**Current Law**”) when it does come into force. This Summary highlights the **key changes** and what they may mean in practice for landlords, but it is **not a guide to the Current Law**.

PLEASE ALSO NOTE that as at the date of this Summary, key parts of the New Law including establishing the Rent Tribunal and the provision of rent data by landlords are still to be put into effect and this will mean passing new legislation.

The JLA hopes that the Minister will follow the Scrutiny Panel’s recommendation and produce full guidance explaining the rights and responsibilities granted to both tenants and landlords under the new tenancy arrangements.

This Summary is therefore limited to what the JLA understand at the moment and does not include some key information.

1. WHAT’S IN SCOPE – PROPERTIES COVERED

The changes will apply only to **self-contained residential units**, meaning homes that include their own kitchen, bathroom, sleeping space, and toilet — all for the exclusive use of the tenant. The scope has not changed since the Current Law.

Not included in the New Law at the moment (although Government plans to tackle these next):

- **Lodging houses** with shared kitchen or bathroom facilities.
- Most **employer-provided staff accommodation**.
- Other **non-self-contained residential units**.
- **Commercial property** that does not include self-contained residential units.

2. ROLLING FIXED TERM TENANCIES

- **Consecutive (rolling) fixed-term leases with the same tenant will no longer be allowed.**
- At the beginning of a new relationship, tenants and landlords may agree to either:
 - one New Law **Initial Fixed Term** of up to 3 years per tenant (this fixed term cannot be renewed); or
 - a New Law **Periodic Tenancy**.
- After the end of the Initial Fixed Term, the tenancy will either **end** (but only with proper notice – see below) or automatically convert to a **Periodic Tenancy** (a tenancy without a fixed end date). See **section 9** for what will happen to current tenancies.

3. ENDING TENANCIES – NOTICE RULES

Both tenants and landlords will still be able to end a tenancy, but the process is changing significantly.

The required notice period and the reason to be given to end a tenancy depends on the tenancy type and duration (see more below). Tenancies can be ended as follows:

DURING INITIAL FIXED TERM (UP TO 3 YEARS)

Initial Fixed Term - Landlord:

- Can end the tenancy **without a reason AT the end of the Initial Fixed Term** if notice is given at least **3 months** before the end of the term.
- Can end the tenancy **without a reason BEFORE the end of the Initial Fixed Term** if at least **3 months' notice** is given **AND** the landlord complies with one or more '**requirements**' that are included in the lease. This translates as a landlord being able to specifically include a '**break clause**' in a lease (for the Initial Fixed Term only) , which must include a **condition**. An example of such a condition is only being able to end the Initial Fixed Term after a year has passed.
- Can end the tenancy for any of the reasons set out in the **Schedule** at the end of this Summary (**except for those grounds marked Not Applicable**), as long as the relevant notice is given.

Initial Fixed Term - Tenant:

- Can end the tenancy **without a reason AT the end of the Initial Fixed Term** if notice is given at least **1 month** before the end of the term.

- Can end the tenancy **without a reason BEFORE the end of the Initial Fixed Term** if **1 month notice** is given **AND** the tenant complies with any required condition in the break clause.

DURING PERIODIC TENANCIES (NO FIXED END DATE) – SEE TABLE IN SCHEDULE FOR FULL LIST AND EXPLANATIONS

Periodic Tenancies - Landlord grounds for Possession with Longer Notice Periods

- Importantly, landlords will **no longer be able to give 3 months’ ‘no fault’ notice** to a tenant in a Periodic Tenancy, although a landlord may give a **12 month notice without giving a reason** to end a tenancy in a Periodic Tenancy.
- **For notice shorter than 12 months , landlords must give a legally valid reason/ground for ending a tenancy:**
 - Some notice periods are based on how long the tenant has lived in their home:
 - **3 months** if the tenant has lived there less than 5 years.
 - **6 months** if over 5 years.
 - Examples of acceptable reasons with longer notice periods include:
 - Selling, changing the use of or renovating the property – **3/6 months**.
 - Moving in family member or landlord helper (carer, housekeeper etc.) – **3/6 months**.
 - Issue with Residential Status of tenant or property – **3 months**.
- Note that **some of the grounds** (selling, changing the use of or renovating the property or moving in family member or landlord helper) are **not available during an Initial Fixed Term** - probably because it is a little easier to give a valid notice without reason in an Initial Fixed Term.

Periodic Tenancies - Landlord grounds for Possession with Very Short Notice Periods (7 Days to 1 Month)

In urgent or problematic situations, landlords can give:

- **1 months’ notice** for, e.g.:
 - The tenant seriously breaching the tenancy agreement or creating a serious nuisance.
 - Uninhabitable property.
 - Breach of insurance terms or ownership conditions relating to property (e.g. a covenant, head lease, declaration of co-ownership, articles of association etc.). **NB details of such conditions must be included in the lease if a landlord wants to be able to rely on these.**
 - Property left empty by tenant.
- **7 days’ notice** for, e.g.:
 - Illegal use of the property.
 - Serious or repeated nuisance.
 - Expired visa or work permit.
 - Tenant has given false information about its residential status.

A full table in the **Schedule** at the back of this Summary sets out in detail all of the **grounds for possession, relevant notice periods** and whether each ground is **mandatory** or **discretionary**.

Some of the grounds are quite complicated and it may be worth taking legal advice before using them. There are some areas of ambiguity and the JLA hopes that the Minister will follow the

Scrutiny Panel's recommendation and produce full guidance about all of the grounds for possession. In particular:

- **Landlord requires a helper** – the New Law requires that the property the landlord needs possession of is 'near' to where the landlord lives and that the helper's role requires them to live 'near' to the landlord, but no guidance yet about what 'near' means.
- **Residence left empty** – there is a requirement in this ground for the landlord to reasonably believe that the unit will remain empty for a significant period, but no guidance yet about what 'significant' means.
- **Nuisance** – now no longer requires a States police officer or Government employee to attend in order for serious nuisance to be proven.

Some of these grounds for possession will be **mandatory**, meaning courts must support eviction if valid notice is served. For example, the court must evict a tenant if the landlord needs to sell the property, if the proper procedure is followed. Other grounds will be at the court's **discretion** meaning that a court will decide if, even if a ground is proven, it is sufficient to justify eviction.

Note however that the court will still be able to **stay an eviction** even if a ground is **mandatory**.

NB It is no longer going to be an offence to knowingly or recklessly give a notice to a tenant which is false or misleading, however, the New Law has been left open to allow consultation on the introduction of criminal penalties at a later date.

DURING PERIODIC TENANCIES - TENANT NOTICE

IN ALL CASES A TENANT MAY GIVE AT LEAST 1 MONTH'S NOTICE TO END THE TENANCY WITHOUT HAVING TO GIVE A REASON AT ANY POINT DURING A PERIODIC TENANCY.

NOTICES – TENANT AND LANDLORD

Notices by a tenant or a landlord to end a tenancy (both an Initial Fixed Term Tenancy and a Periodic Tenancy) must:

- state that the tenancy is to end;
- specify under which part of the New Law the notice is given;
- state the reason for ending the tenancy under the New Law;
- specify the final day of the tenancy, or state how the final day is calculated;
- if the notice is given under a break clause, specify the requirements that the landlord or tenant must satisfy for the tenancy to end; and
- if on paper, be signed and dated by the person giving the notice.

Where notice is given because a landlord alleges a tenant is seriously breaching: (a) the lease agreement; (b) the terms of the landlord's insurance; or (c) any conditions of ownership relating to the property, the landlord must include in the notice a request that the tenant stop such activity immediately or do something to correct the breach within 7 days (or a specified longer period) after receiving the notice.

4. RESTRICTIONS ON RENT INCREASES

RULES FOR RENT INCREASES

- Only **one rent increase per year** is allowed.
- **2 months' written notice** of a rent increase must be given.
- Rent increases are capped at RPI. This means the percentage increase in the **Jersey RPI (Retail Prices Index)** during the previous 12 months as most recently published by the Chief Statistician before the rent increase notice date.
- If Jersey RPI ever dipped below 0% the allowable increase would be 0%.
- The **5% cap** which was initially in the New Law was **removed**.

PERMITTED EXCEPTIONS TO THE CAP

Landlords can notify a tenant of a rent increase which exceeds the cap **only if**:

1. They've made **capital improvements** to benefit the tenant (e.g., new kitchen or insulation).
2. The rent is **significantly below market value**.

The JLA hopes that the Minister will follow the Scrutiny Panel's recommendation and produce guidance about what these exceptions mean, as there is no definition of these terms yet.

In case a landlord wants to exceed Jersey RPI on these two grounds it must **explain in writing** to its tenant and provide evidence of the justification for a larger increase.

Tenants may then appeal any rent increases above the cap within 10 weeks (effectively the 2 months rent increase notice period plus 2 weeks) of receiving notice.

Appeals will be heard in the **new Rent Tribunal** – see more below. The Tribunal will assess if the increase is lawful and whether the justification is sufficient. Tenants can pay the old rent while awaiting a decision, although they can pay more if they want to.

Andium and **other social housing providers** who agree with the Minister to a rent setting policy which is similar to Andium's will be **exempt from rent increase caps**. Different rules also apply to **landlord employers** (where a tenant's accommodation is tied to their employment) in certain circumstances and appropriate legal advice should be taken in such circumstances.

5. RENT TRIBUNAL

The **Rent Tribunal** will be a new, independent panel that will:

- Only handle **rent increase disputes**.
- Not deal with general tenancy issues — these remain under the **Petty Debts Court**.

The Tribunal will:

- Rule on whether increases exceed the RPI cap without valid reason.
- Order repayments to tenants if rents are raised unlawfully.
- Be made up of legal experts and housing specialists.

- Operate independently from government ministers and departments.

The Rent Tribunal has yet to be established, but is likely to be established by Ministerial Order in the first part of 2026.

6. TRANSPARENCY IN LEASE AGREEMENTS

Lease agreements must now **clearly outline**:

- Who arranges and/or pays for utilities and services (e.g., water, electricity, gas, drainage, rates etc.).
- Who maintains or repairs appliances and white goods.
- Who maintains the fixtures, fittings and furnishings in the tenant's home.
- Any fees associated with breaking a lease or ending a tenancy early.
- The name of the landlord and (if there is one) the managing agent and the contact details of either.
- What requirements (if any) of an insurance policy or property ownership document a tenant must not breach.

New Requirements:

- If a tenant pays money they do not owe, landlords must refund it within **10 working days**.
- If a tenant requests a receipt for any monies paid to the landlord (including rent), it must be provided within **5 working days**.

7. UNINHABITABLE PROPERTIES & INSURANCE

If a property becomes **uninhabitable** (e.g., due to flood, fire or structural damage):

- Tenants **do not need to pay rent** from the date the property becomes uninhabitable unless the tenant caused the damage intentionally or recklessly.
- Landlords must **refund prepaid rent** after a property becomes uninhabitable unless the tenant caused the damage intentionally or recklessly.
- If landlords provide **alternative suitable accommodation**, rent may continue by agreement.

Only the **insurer** of the residential unit, the **States Fire Service** and the **Government** (probably Environmental Health) will be able to declare a property **uninhabitable**.

Landlords will now be required to also have **building insurance** for any risk, loss or damage for which it can reasonably be insured, such as damage caused by fire, storm, flood or subsidence, for the total duration of the tenancy. There is no proposal to force tenants to take out contents insurance – but it would be wise for a landlord to require tenants to take out **contents insurance** covering damage to the property (including, if required, by pets) in the lease.

8. RENT DATA REPORTING – WHAT LANDLORDS MUST SUBMIT

Landlords will be required to **report actual rents charged**. We understand that this will be as part of the **Rented Dwellings Licensing Scheme**. This is in order to help government understand trends in the rental market and assist the Rent Tribunal in evaluating appeals. We understand

that data will be collected **every 2 years** when the landlord renews their rented dwelling licence, but the method of collection of data is likely to be established by Ministerial Order in the first part of 2026. The data is likely to be passed to the Rent Tribunal to help it make informed decisions.

Failure to report or knowingly providing false information could result in a fine of up to £1,000.

9. TRANSITIONAL ARRANGEMENTS – WHAT HAPPENS TO CURRENT TENANCIES?

The New Law includes transitional rules to make clear what happens when the proposals become law:

EXISTING FIXED-TERM TENANCIES

Existing fixed-term tenancies can continue under the Current Law until they expire (on their usual date of expiration). Because consecutive (rolling) fixed-term leases will no longer be allowed, at the end of the Current Law fixed term, the tenant and/or landlord will need to either:

- (a) serve notice under the current lease to **end the Current Law fixed term**; or
- (b) agree to one of the following types of tenancy under the New Law:
 - i. a one-off **Initial Fixed Term Tenancy**; or
 - ii. a **Periodic Tenancy**.

If the tenant and landlord do not end the **Current Law fixed term** tenancy and do not agree to enter into a new **Initial Fixed Term**, but the tenant remains in occupation, the Current Law fixed term will turn into a **New Law Periodic Tenancy**.

NB An existing fixed-term tenancy will not continue under the Current Law if it is varied or renewed. Rent reviews are not variations, but granting a consent for something which is not usually permitted by a lease (e.g. for a pet) **could be a variation**. Granting such a consent could bring the Current Law fixed term to an end and, if a variation occurs without naming the type of tenancy to follow it, it will automatically become a **Periodic Tenancy**. **Appropriate legal advice should therefore be sought when varying or providing consents under Current Law leases.**

EXISTING PERIODIC TENANCIES

Existing periodic tenancies **automatically transition to a New Law Periodic Tenancy when New Law takes effect**. If this is not what the tenant or landlord intends then they should take action to either put in place:

- (a) a Current Law lease **before** the New Law comes into force; or
- (b) an Initial Fixed Term lease **when** the New Law comes into force.

In either case appropriate legal advice should be taken about putting new leases in place.

Below are some examples with diagrams of how the transition rules might work.

EXAMPLE 1

CURRENT LAW	NEW LAW IN FORCE	
<u>Current Law</u> Fixed Term Tenancy	<u>New Law</u> 'Initial' Fixed Term Tenancy	<u>New Law</u> Periodic Tenancy

A tenant and landlord are part way through a **Current Law Fixed Term Tenancy** when the New Law comes into force. When the Fixed Term comes to an end naturally, tenant and landlord choose (with plenty of notice) to enter into a **New Law 'Initial' Fixed Term Tenancy** which can be up to 3 years long.

Depending on how the lease is drafted, tenant and landlord will have at least one opportunity to go their separate ways. The New Law says that the tenancy can be ended by either party at the end of the 'Initial' Fixed Term (with appropriate notice). A 'Break clause' can also be included in the lease to allow the parties to end the tenancy during the New Law Initial Fixed Term.

If neither tenant nor landlord serve notice at the end of the 'Initial' Fixed Term (or any break clause) and the tenant stays in their home, the tenancy will automatically convert to a New Law Periodic Tenancy.

EXAMPLE 2

CURRENT LAW	NEW LAW IN FORCE	
<u>Current Law</u> Fixed Term Tenancy	<u>New Law</u> Periodic Tenancy	

A tenant and landlord are part way through a **Current Law Fixed Term Tenancy** when the New Law comes into force. When the Fixed Term comes to an end naturally, they chose to do nothing.

The tenancy will automatically convert to a New Law Periodic Tenancy **when the Fixed Term naturally ends**.

EXAMPLE3

CURRENT LAW	NEW LAW IN FORCE	
<u>Current Law</u> Periodic Tenancy	<u>New Law</u> Periodic Tenancy	

Tenant and landlord have a **Current Law Periodic Tenancy** when the New Law comes into force. Their tenancy will automatically convert to a New Law Periodic Tenancy **when the New Law comes into force**.

10. PENALTIES AND ENFORCEMENT

In addition to the offences under the Current Law:

- Failing to return incorrect payments or hiding fees can lead to court claims.
- **Failure to report rent data or knowingly providing false information** could result in a **fine of up to £1,000**.
- **Acting dishonestly in Rent Tribunal proceedings** may result in up to **6 months' imprisonment** and a fine of up to **£10,000**.

10. ORDERS AND REGULATIONS

The New Law contains powers to create more **new law** relating to landlords and tenants in the future by **Ministerial Order** (which the Housing Minister could create by himself) or by **Regulation** (which he would need the States to agree to):

- **Orders** - mostly administrative matters relating to rent tribunal and provision of rent data etc.
- **Regulations** – the Minister (with States agreement) could, e.g.:
 - **add, remove or change** the grounds under which a residential tenancy may and the relevant notice periods;
 - **change** the reasons which a landlord may give for **increasing rent beyond the cap**;
 - **change** the **composition and powers** of the Rent Tribunal;
 - appoint a States' employee as an authorised officer and grant authorised officers powers to:
 - **investigate breaches** by a landlords/agents of the law;
 - require landlords/agents to **provide information** relating to a residential tenancy;
 - **enter a property** to investigate it; and
 - create a **civil penalty scheme** where **breaches of the law or a lease** would attract **finest of up to £1,000**.

FAQs

1. **Will a new template lease updated for the changes in the New Law be published by Government?**

The JLA hopes that the Minister will follow the Scrutiny Panel's recommendation and update and publish the Government's Model Tenancy Agreement before the New Law comes into force. The Model Tenancy Agreement is a template lease published under the now defunct Rent Safe Scheme. It is still available on the 'Landlord Toolkit' website - <https://www.gov.je/Home/RentingBuying/OtherRentalOptions/Pages/RentedDwellings.aspx>.

2. **More questions to follow.**

SCHEDULE – GROUNDS FOR POSSESSION BY LANDLORDS

REASON	NOTICE PERIOD IN INITIAL FIXED TERM	NOTICE PERIOD IN PERIODIC TENANCY	MANDATORY OR DISCRETIONARY
Landlord needs the residential unit to be empty because it intends to sell the residential unit or change its use	Not applicable	3 or 6 months*	Mandatory
Landlord needs the residential unit to be empty because it intends to renovate or carry out other building work on the residential unit and the tenants could not reasonably live in the unit during the work.	Not applicable	3 or 6 months*	Mandatory
Landlord or their family member** intends to occupy the residential unit for 6 months or more.	Not applicable	3 or 6 months*	Mandatory
Landlord requires a carer, housekeeper or other helper to occupy the residential unit for 6 months or more , the unit is near where the landlord lives and the type and regularity of the help requires the helper to live near the landlord.	Not applicable	3 or 6 months*	Mandatory
Social housing residential unit is under-occupied – only available to social housing providers.	3 months	3 or 6 months*	Discretionary
Tenant is not able to occupy the residential unit because of the tenant's residential or employment status , or the residential unit's housing category	3 months	3 months	Mandatory
Tenant has breached tenancy agreement in a way which is sufficiently serious to justify ending tenancy , and the landlord has given the tenant written notice to correct the breach, but the tenant has not done so.	1 month	1 month	Discretionary
Residential unit is uninhabitable – only an 'authorised person' can determine what is uninhabitable i.e. the insurer of the unit, the Fire Service or the Government.	1 month	1 month	Discretionary
Tenant has caused breach of a requirement of the landlord's property ownership document , and the landlord has given the tenant written notice to correct the breach, but the tenant has not done so.	1 month	1 month	Discretionary

REASON	NOTICE PERIOD IN INITIAL FIXED TERM	NOTICE PERIOD IN PERIODIC TENANCY	MANDATORY OR DISCRETIONARY
Tenant has caused breach of a requirement of the landlord's insurance policy , and the landlord has given the tenant written notice to correct the breach, but the tenant has not done so	1 month	1 month	Discretionary
Residential unit has been left empty for 2 months or another period specified in the tenancy agreement, landlord has not approved this and landlord reasonably believes the unit will remain empty for a significant period.	1 month	1 month	Discretionary
Tenant's work (where this is tied to the residential unit) has ended , or the tenancy will be ended before the work ends, in accordance with the employment contract.	7 days	7 days	Mandatory
Tenant's work permit or visa has ended .	7 days	7 days	Mandatory
Tenant has caused or permitted the residential unit to be used for illegal purposes , or caused or permitted: a serious or repeated nuisance ; or interference with the reasonable peace, comfort or privacy of a neighbour of the residential unit.	7 days	7 days	Discretionary
Tenant is not able to occupy the residential unit because the tenant's residential status was provided based on incorrect information .	7 days	7 days	Mandatory

* **3 months** notice required if the tenant has lived in the residential unit less than 5 years. **6 months** notice required if the tenant has lived in the residential unit over 5 years.

** **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.

For **Mandatory Grounds**, courts must support eviction if valid notice is served. For **Discretionary Grounds**, eviction will be at the court's **discretion** meaning that a court will decide whether it is sufficient to justify eviction even if a ground is proven. **Not Applicable** grounds are not available as reasons to serve notice during an Initial Fixed Term.

Where **written notice** is required to correct a breach, the notice must ask the tenant to stop certain activity immediately or do something to correct the breach within 7 days (or a specified longer period) after receiving the notice.