

The New Residential Tenancy Law: A Simple Guide (as at 4 February 2026)

This guide explains the main changes to Jersey's Residential Tenancy Law in **plain English**.

It is a brief summary of the JLA's Summary of Residential Tenancy (Jersey) Amendment Law 202-Changes document. It should not be treated as a replacement for the main document.

It is not legal advice.

The new law has been approved but is not in force yet. The following rules will apply once it starts.

1. What homes does the law apply to?

The law applies to self-contained homes.

This means the property has its own kitchen, bathroom, toilet and sleeping area.

It does not currently apply to:

- lodging houses with shared facilities
- most staff accommodation
- commercial property
- non-self-contained homes

2. Types of tenancy

Rolling fixed terms will no longer be allowed. Instead, there will be **two types of tenancy**.

Initial Fixed Term tenancy

- A fixed tenancy of up to 3 YEARS
- It can only be used ONCE per tenant
- It cannot be renewed

At the end of the initial fixed term, the tenancy either ends (provided the landlord has given at least 3 months' notice) or automatically becomes a Periodic (rolling) tenancy.

Periodic (rolling) tenancy

- A rolling, month-to-month tenancy
- No fixed end date

3. Ending a tenancy

All notices must be given in writing and must follow the rules below.

If a landlord wants to end an Initial Fixed Term tenancy

At the end of the fixed term:

- A landlord can end the tenancy without giving a reason
- The landlord must give AT LEAST 3 MONTHS NOTICE

Before the end of the fixed term:

- A landlord can only end the tenancy early if the lease includes a break clause
- The break clause must clearly say when it can be used
- The landlord must still give AT LEAST 3 MONTHS NOTICE
- A landlord can also end the tenancy early for serious legal reasons, such as serious nuisance

If a landlord wants to end a Periodic tenancy (rolling tenancy)

No-fault notice:

- A landlord can end a Periodic tenancy without giving a reason
- They must give 12 MONTHS NOTICE

Ending a tenancy with a reason:

Shorter notice is only allowed for specific reasons.

3 or 6 months' notice

The notice period depends on how long the tenant has lived there.

- 3 months' notice if the tenant has lived there for less than 5 years
- 6 months' notice if the tenant has lived there for 5 years or more

Examples of the specific reasons allowed include:

- the property is being sold
- the landlord or a family member is moving in
- major building work is needed
- the landlord needs a live-in carer or helper

1 month's notice

Examples include:

- serious breach of the tenancy agreement
- the property has become unsafe to live in
- insurance or ownership rules have been broken
- the property has been left empty without permission

7 days' notice

This applies only in serious situations, such as:

- illegal activity
- serious or repeated nuisance
- work permit or visa has expired
- false residential status information was given

A court must approve any eviction.

If a tenant wants to leave

- Tenants in an Initial Fixed Term can leave at the end of the term provided they give AT LEAST 1 MONTH'S NOTICE
- Tenants in a Periodic tenancy can leave AT ANY TIME if they give AT LEAST 1 MONTH'S NOTICE

4. Rent increases

How often can rent increase?

- Only once a year

Notice

- Tenants must be given 2 months' written notice of any rent increase

How much can rent increase?

- In most cases, the increase cannot be higher than Jersey's inflation rate (RPI)
- If inflation is zero or negative, rent cannot increase

A higher increase is only allowed in specific situations. In these cases, the landlord must explain the reason in writing. This can happen if:

- the landlord has made major improvements to the home that benefit the tenant (for example, a new kitchen, new windows, or insulation),
- the rent is well below normal market rent for similar properties

If the landlord cannot clearly justify the increase, the tenant can challenge it.

Challenging a rent increase

Tenants can appeal a rent increase to the **Rent Tribunal**.

- Appeals must be made within 10 WEEKS of receiving the notice
- Tenants can continue paying the old rent while waiting for a decision
- The Tribunal can order money to be repaid if the increase was not allowed

The Tribunal only deals with rent increases. Other disputes still go to the Petty Debts Court.

5. What must be included in a lease

Leases must clearly state:

- who pays for utilities and services
- who is responsible for repairs
- contact details for the landlord or agent
- any fees for leaving early
- landlords must have appropriate insurance

If a tenant pays money they did not owe:

- it must be refunded within 10 WORKING DAYS

If a tenant asks for a receipt:

- it must be provided within 5 WORKING DAYS

6. If a home becomes uninhabitable (unsafe to live in)

If a property becomes unsafe to live in due to fire, flood or serious damage (unless the tenant caused the damage deliberately or recklessly):

- rent does not need to be paid
- any rent paid in advance must be refunded

Only insurers, the Fire Service or the Government can declare a home uninhabitable.

7. What happens to existing tenancies

Existing fixed-term tenancies

Nothing changes until the fixed term ends.

After that, the tenancy will become either:

- a new Initial Fixed Term OR
- a Periodic tenancy

Existing Periodic tenancies

Once the new law starts, they will automatically follow the new rules, including longer notice periods.

8. In summary

Once the new law starts:

- landlords must give 3 MONTH'S NOTICE to end an Initial Fixed Term
- landlords must give 12 MONTH'S NOTICE to end a Periodic tenancy without a reason
- tenants can leave with 1 MONTH'S NOTICE
- rent can only increase ONCE A YEAR
- rent increases are usually capped at Jersey's inflation rate (RPI)
- rent increases can be appealed by the tenant to the Rent Tribunal
- leases must be clearer and more transparent
- rent is not payable if a home becomes unsafe to live in