



## **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