Government of JERSEY

Guidance for the Residential Tenancy Law

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Residential Tenancy Law

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1. Introduction

The Residential Tenancy (Jersey) Amendment Law 2025 ('the Amendment Law') comes into force on 15 April 2026. It updates and reforms the Residential Tenancy (Jersey) Law 2011.

This guidance is intended to help landlords, tenants and managing agents understand the changes introduced by the amended Law and how they work in day-to-day situations. It provides information on the key changes, including tenancy types, notice requirements, rent increase protections, the Rent Tribunal processes, and the transitional arrangements that apply during the move to the updated legislation. The guidance does not focus on the pre-existing (unchanged) requirements of the Law, which must still be followed.

To help both landlords and tenants, this guidance gives a clear overview of what is staying the same, what is changing, and how the amended rules apply to both new and existing agreements. Using straightforward explanations, practical examples and dedicated Q&A sections, it explains the effects of the amended Law.

This document is guidance only and should not be treated as the Law itself. Whilst every care has been taken in its preparation, only a court can determine the legal effect or contractual enforceability of the Law. Anyone who is unsure about anything set out in this guidance should seek independent legal advice.

1.1 When will the new Law apply to your tenancy?

The amended Law does not apply to all tenancy agreements as soon as it comes into force, making it necessary to review existing agreements to determine how and when the new provisions will take effect.

A fixed-term tenancy that already exists at commencement of the amended Law continues on its existing terms until the fixed term ends. Nothing changes immediately; the amended Law applies only after that fixed term ends and a new tenancy begins. When the fixed term ends, the parties may agree a new tenancy under the amended Law or, if continuing, the tenancy may roll into a new periodic tenancy.

Any periodic tenancy already in place at commencement automatically falls under

the amended Law from its commencement date (15 April 2026). The amended Law's rules on notice, total duration, and rent increases apply immediately. Written agreements do not need to be replaced straight away, but the rights and protections of the amended Law apply regardless of paperwork updates.

It is also advisable to check whether a tenancy has already become periodic, as some fixed-term agreements may have rolled over without the parties realising. Establishing the correct tenancy type in advance ensures that the implications of the amended Law are understood and helps prevent any unintended outcomes.

Read more: Further details on transitional arrangements can be found in Key transitional measures section below, as well as in the dedicated transitional sections within the landlord and tenant Q&A sections.

2. Summary of the changes

The amended Law introduces several important updates that affect how residential tenancies must be agreed, managed and ended. While many of the core elements of the 2011 Law remain in place, new requirements have been introduced to provide greater clarity, consistency and protection for both landlords and tenants.

This section highlights the key areas that continue unchanged, alongside a summary of the main reforms - ranging from updated notice rules and modernised tenancy types to new protections around rent increases and clearer expectations for written agreements. Together, these changes aim to make residential tenancies easier to understand, fairer in practice, and more transparent.

2.1 What isn't changing?

The types of agreements and residential properties that fall within the scope of the 2011 Residential Tenancy Law remain the same.

Under periodic tenancies, tenants can still end the tenancy by giving 1 month's notice, at any time, without needing to give a reason.

Tenancies can still be ended at any time if both the landlord and tenant agree.

Landlords continue to be able to serve notice to end a tenancy.

Tenants continue to have the right to peaceful enjoyment of the residential unit.

The Court's power to exercise discretion in staying an eviction is retained, and the process for executing an eviction order (the physical act of placing the landlord back into possession) stays the same.

'Contracting out' is still prohibited; the Law continues to override any term in a tenancy agreement that attempts to cancel, change or avoid the protections in the Law.

2.2 What is changing?

Tenancy agreements

- All new residential tenancy agreements – whether an initial fixed term or periodic – entered into after 15 April 2026 must comply with the new Law.
- Periodic tenancies (those with no fixed end date) are intended to be the default form of tenancy agreement under the amended Law; however, landlords and tenants may still agree an initial fixed term of up to 3 years at the start of the tenancy. When that fixed term ends, the tenancy will either end (if notice is given) or automatically convert into a periodic tenancy if it continues.
- Fixed-term tenancy agreements must clearly set out what each party must do if the tenancy is to end early. It is not sufficient to state this in a separate break clause. This ensures that any early-termination arrangements are transparent and understood, without overriding the amended Law's statutory notice requirements or protections.

Read more: Further details about tenancy agreements can be found within the landlord and tenant Q&A sections.

Giving notice

- Under the rules for new periodic tenancies, landlords will need to give a reason for ending the tenancy, unless they are issuing a year's notice. These reasons must be one of those set out in the amended Law.
- Most minimum notice periods for landlords under periodic agreements are either 3 months or 6 months, depending on how long the tenant has lived in the residential unit.
- A landlord can end a periodic tenancy without giving a reason if they give at

least 1 year's notice.

- Short notice periods are available in urgent or problematic situations, regardless of tenancy type. These range from 7 days to 1 month.

Read more: See Table 1 for the reasons a landlord can give notice to end a tenancy.

Regaining possession of a property

- Under the amended Law, a landlord can regain possession in three main ways:
  - On mandatory grounds, with reason-based notice, and the Court must grant possession if notice is given lawfully. However, the court still retains discretion in ordering a stay of eviction.
  - On discretionary grounds, with reason-based notice, if notice is given lawfully and the Court decides possession is reasonable.
  - Using other lawful routes, with no reason required, but all notice and procedural requirements have been followed.

Read more: Further details can be found in Regaining possession of a property section below.

Rent increases

- Within tenancies, rent can only be increased once per year, with 2 months' notice, and by no more than Jersey's Retail Prices Index (RPI) which is referred to as the "statutory limit", unless the rent has been significantly below the market rent, or the property has been improved to the tenant's benefit.

- Landlords remain free to set the starting rent for a new tenancy – i.e. with a new tenant – at a rate they see fit. The new rules on rent increases only apply to a continuous tenancy.

- An independent Rent Tribunal will be available to help resolve disputes about the lawfulness of rent increases.

- Landlords will, in due course, be required to provide information on the rents they charge, helping to develop a clearer understanding of Jersey's rental market.

Read more: Further details about rent increases can be found within the landlord and tenant Q&A sections.

Additional requirements

- Certain fees and charges must be clearly set out in the tenancy agreement at the start of the tenancy.
- Landlords must insure the residential unit for any risks, loss, or damage for which it can reasonably be insured, such as damage caused by fire, storm, flood or subsidence.

Read more: Further details about contractual obligations can be found within the landlord and tenant Q&A sections.

3. Key transitional measures

This section sets out the guidance for the transitional period as the new Law comes into force.

How you transition to new requirements of the law will depend on whether your current tenancy is fixed term or periodic.

These transitional rules are designed to avoid sudden disruption for landlords or tenants, while ensuring that everyone benefits from the new protections over time.

3.1 Fixed-term tenancies that are in place before the new Law comes into force

When the new Law comes into force, existing fixed-term tenancies will continue as they are. Nothing changes immediately; the tenancy will continue under the provisions of the pre-amended 2011 Law, until the fixed term ends.

However, a pre-existing fixed-term tenancy cannot be varied or renewed, even if the agreement says it can. If you need to change the terms of a pre-existing tenancy, it will need to be done under the terms of the new Law, as a new agreement.

When a pre-existing fixed term ends, the decision as to whether to enter a new tenancy remains the choice of the landlord and tenant, but the new tenancy must comply with the new requirements of the Law.

A new tenancy may be:

- a new fixed 'initial' term (up to 3 years), or
- a periodic tenancy.

After the new Law comes into force, if an existing fixed-term tenancy ends and no steps have been taken to end the arrangement – i.e. with the tenant staying in the property and the landlord accepting rent – then this will be considered as the creation of a new periodic tenancy under the new Law. This applies even if the previous agreement simply expires.

If you do not want a new periodic tenancy to be created automatically, the required steps to end the tenancy in accordance with the Law and the tenancy agreement must be taken before the fixed term ends.

3.2 Periodic tenancies that are in place before the new Law comes into force

If a tenancy is already periodic when the new Law comes into force, it will automatically become a periodic tenancy under the amended Law. This is irrespective of whether or not this is reflected in the existing written tenancy agreement.

There is no requirement for landlords to update written agreements immediately. However, it will be beneficial to update written agreements over time.

Whilst you are not legally obliged to update the written agreement immediately, not doing so risks ambiguity between landlord and tenant, relative to the legal position of the terms of your contract.

Tenants may also apply to the Petty Debts Court for an order requiring a written agreement if one is not provided.

How can a tenancy become periodic?

A tenancy becomes periodic automatically if all the following occur:

- the fixed-term tenancy has ended
- the tenant remains in the property, and
- the landlord continues to accept rent.

This is known as a *tacitly renewed* or *implied* tenancy. *Tacitly renewed* or *implied* tenancies also include situations where a fixed term ends shortly before commencement of the new Law, and although the fixed term expired before commencement, the rent is first received or accepted after commencement of the new Law. In such cases, the tenancy is treated as having become periodic under the amended Law.

Where a landlord and tenant find that they unintentionally slip into a periodic tenancy under the amended Law, they cannot simply give notice (or agree to end it together) with the intention to start a new initial fixed-term agreement. The amended Law does not allow for this. Once a tenancy becomes periodic under the amended law, it must stay periodic – the same landlord and tenant cannot switch it back into a fixed-term agreement.

However, if the landlord and tenant have unintentionally moved into a periodic agreement, but they wanted to end the tenancy arrangement, they may still do so as nothing in the law prevents ending a tenancy by mutual agreement. If this is not agreed, then the notice periods and specified reasons to end a periodic tenancy apply.

3.3 Which tenancies can be referred to the new Rent Tribunal?

When the new provisions of the Law come into force, the Rent Tribunal will only be able to consider rent matters in relation to:

- Periodic tenancies that were already in existence before commencement, and
- Any new tenancy agreements (whether periodic or initial fixed term) that begin after commencement.

The Tribunal cannot consider rent matters relating to pre-existing fixed terms, which will remain subject to whatever rent increase stipulations might exist in the tenancy agreement, until that agreement ends.

For pre-existing fixed-term tenancies:

- The tenancy remains governed by the 2011 Law pre-amendment, and
- The Rent Tribunal has no jurisdiction to determine rent increases or any other rent-stabilisation matters.

However, if:

- the fixed term ends after commencement, and
- the tenant remains in the property, and
- the landlord continues to accept rent,

then the tenancy will automatically become a periodic tenancy under the amended Law and will become subject to the requirements of the Law relating to rent increases, and the tenant will be able to appeal to the Rent Tribunal if they believe a rent increase is not lawful.

3.4 When and how do I provide rent information?

The amended Law creates a power for the Minster for Housing to collect information about rent.

This will not, however, take effect until a separate procedural order has been developed and comes into effect.

Landlords are therefore not required to take any action to provide this information upon the commencement of the new Law

Clear communications and guidance will be issued in advance of introducing the procedural order to explain when the rent information requirement starts, and what landlords will need to do.

4. Ending a tenancy

Under the new Law, an 'initial-term' tenancy has a defined end date, and a periodic tenancy does not have a defined end date.

Landlords and tenants may be required to provide a reason for ending a tenancy, based on the type of tenancy it is, and the notice period given.

4.1 Ending an initial-term tenancy

The new Law requires notice to be given that you intend to end the agreement at its defined end date. It also requires terms to end a tenancy early to be clearly set out in the tenancy agreement.

Landlords and tenants can end the initial-term tenancy without a reason at the end of the defined period, with 3 months' notice from the landlord or 1 month's notice from the tenant. This must be issued before the end date of the agreement passes, or the tenancy will automatically convert to a periodic tenancy.

An initial-term tenancy can be ended *before* the defined end date of the agreement. This will be subject to meeting requirements for breaking a lease early which a landlord and tenant have previously agreed and set out in the tenancy agreement. This is also subject to a minimum 3 months' or 1 month's notice for landlords and tenants respectively.

Shorter notice periods can be given by a landlord if specific reasons apply, such as a serious breach of tenancy agreement, or a tenant's illegality or nuisance (see Table 1).

Nothing in the new Law prevents a landlord or tenant from ending the tenancy by mutual agreement.

4.2 Ending a periodic tenancy

Landlords can end periodic tenancies for specific reasons set out under the amended Law (see Table 1).

Minimum notice periods under periodic agreements are typically 3 months or 6 months, depending on how long the tenant has lived in the residential unit and the reason for the notice. Shorter notice periods are available to manage urgent or problematic situations, which can also apply to fixed-term tenancies.

Landlords can end a periodic tenancy *without* needing to give a reason if they give the tenant 1 year's notice. Tenants can end a tenancy without needing to give a reason if they provide the landlord 1 month's notice.

See Table 1 for more information about notice periods and reasons to end a tenancy.

If more than one reason to end a tenancy applies, the notice-giver may choose which reason to use. This could be, for instance, the reason with the shortest notice period.

If one party gives notice to end a tenancy on a specific date, the other party may give notice to end the tenancy sooner, in some circumstances. For example, if a landlord gives 1 year's notice to end a periodic tenancy, and within that time, the tenant finds suitable alternative accommodation, the tenant may choose to give 1 month's notice to end the tenancy.

Other ways that a tenancy can end

The landlord and tenant may mutually agree to end the tenancy at any time.

The tenant may apply to the Petty Debts Court to vary or end the tenancy if the agreement is not in writing, is not signed by or on behalf of the parties to the agreement or fails to contain the details specified in Schedule 1, if the Court considers it just to do so.

On hearing and determining a matter relating to a tenancy or tenancy agreement, the Petty Debts Court may make an order for the termination of the tenancy agreement.

4.3 Reasons a landlord can end a tenancy

The new Law introduces clear, legally defined reasons why a landlord can end a tenancy, and the notice periods required for each reason.

This marks a significant change from the previous system, so this guidance places particular emphasis on explaining these reasons to help Islanders understand their rights, their protections, and the responsibilities that apply to both landlords and tenants under the amended Law.

Table 1 sets out the legally defined reasons why a landlord may end a tenancy and the different notice periods required for an initial-term tenancy or a periodic tenancy when giving notice for each reason. Examples are provided to help illustrate these reasons and are for guidance purposes only.

In Table 1, 'not applicable' indicates that the reason for giving notice does not apply to that particular type of tenancy. For initial-term tenancies, the end date is fixed, so landlords do not need to rely on notice reasons for circumstances that can be planned for in advance. Likewise, tenants should have the assurance that they are entitled to remain in the property for the full duration of the fixed term.

In Table 1, '3 or 6 months' indicates the required notice period for that particular reason for notice. The length of notice depends on the total duration of the tenancy:

- If the tenancy has lasted for less than 5 years, the landlord must give 3 months' notice
- If the tenancy has lasted for 5 years or more, the landlord must give 6 months' notice.

'Total duration' refers to the full consecutive period during which the same tenant has held a residential tenancy for the same property. For details on how the transitional provisions affect the calculation of total duration, please refer to the 'Transitional Measures' Q&A section for landlords and tenants.

Reason	Illustrative examples (for guidance ONLY)	Initial term minimum notice	Periodic tenancy minimum notice
Landlord intends to sell the residential unit or change its use	The landlord has listed the property for sale and needs it to be unoccupied before the sale is complete.	Not applicable	3 or 6 months
Landlord intends to renovate the residential unit	The landlord needs the home to be empty so that major structural works can be carried out safely.	Not applicable	3 or 6 months

Landlord or their family intends to occupy the residential unit for 6 months or more	The landlord's daughter and her partner plan to live in the property for at least 6 months while saving to buy a home.	Not applicable	3 or 6 months
Landlord requires a helper to occupy the residential unit for 6 months or more	The landlord needs a carer to live closer to them so that the carer can provide daily support.	Not applicable	3 or 6 months
Social housing residential unit is under-occupied	A social housing tenant is living in a 3-bedroom property but only needs 1 bedroom and has been offered suitable alternative accommodation.	3 months	3 or 6 months
Tenant is not able to occupy the residential unit because of the tenant's residential status, or the residential unit's housing category	The tenant has lost their Licensed status and is no longer entitled to live in this category of property.	3 months	3 months
Tenant has seriously breached tenancy agreement, and the landlord has given the tenant notice to correct the breach, but the tenant has not done so	The tenant has repeatedly failed to pay the rent and has not remedied the arrears, despite the landlord giving the tenant written notice and a reasonable period to put things right.	1 month	1 month
Residential unit is uninhabitable	An inspection by an authorised person has found the property unsafe to live in due to severe structural defects.	1 month	1 month

Tenant has breached a requirement of the landlord's ownership document, and the landlord has given the tenant notice to correct the breach, but the tenant has not done so	The landlord's ownership document prohibits pets. The tenant has kept a dog despite this being prohibited in the tenancy agreement and despite receiving written notice and a reasonable period to rehome the dog.	1 month	1 month
Tenant has breached a requirement of the landlord's insurance policy, and the landlord has given the tenant notice to correct the breach, but the tenant has not done so	The landlord's insurance policy only covers residential use. The tenant has been running a business from the property in breach of the tenancy agreement and has not ceased to operate, despite receiving written notice and a reasonable period to put things right.	1 month	1 month
Residential unit has been left empty for 2 months or another period specified in the tenancy agreement	Although the agreement requires the tenant to obtain permission before leaving the home empty for more than 2 months, the tenant has been away for longer without contacting the landlord and there is no sign that they will return soon.	1 month	1 month
Tenant's employment (tied to accommodation) has ended, or the employment contract provides for how the tenancy may be ended before the employment ends	The tenancy was provided as part of the tenant's employment, and the tenant's job has ended.	7 days	7 days
Tenant's work permit or visa has ended	The tenant's work permit has expired, meaning they	7 days	7 days

	no longer have permission to reside in Jersey.		
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	The tenant has repeatedly held loud late-night parties that have disturbed neighbours and has continued to do so despite receiving warnings to stop.	7 days	7 days
Tenant is not able to occupy the residential unit because the tenant's residential status was provided based on incorrect information	The tenant's residential status was revoked after it was found they had provided false information in their application.	7 days	7 days

Table 1: Reasons a landlord can end a tenancy, including examples and related notice periods for initial term and periodic tenancies

5. Regaining possession of a property

Under the amended Law, a landlord can regain possession in several different ways. Not all routes require the landlord to give a 'reason'; what matters is that the landlord has followed the legal requirements for whichever route they are using. The routes fall into three categories:

- Mandatory eviction grounds: situations defined in the Law where, if the landlord has lawfully served notice and satisfied all procedural requirements, the Court must grant possession. Examples include a serious breach of the agreement, the property being declared uninhabitable, or the tenant no longer having the right to remain in Jersey.

- Discretionary eviction grounds: situations also set out in the Law where the Court may grant possession, but only if the landlord establishes a legally recognised reason and the Court considers it reasonable to make an eviction order.

- Other lawful routes that do not require a 'reason': a landlord may also regain possession where the Law allows it, even if no 'reason' is given, including:
  - Expiry of an initial fixed term, provided the landlord has given the correct notice before the term ends.
  - 1 year's notice under a periodic tenancy, where no reason is required.
  - Early termination under the tenancy agreement, if the agreed requirements (such as a break clause) are met.
  - Mutual agreement; where both parties agree to end the tenancy early.

6. Landlords Q&A

This Q&A section talks through some of the key questions that landlords may have when considering what the amended Law means for them, providing guidance on the following aspects:

- The type of accommodation covered by the amended Law
- Tenancy agreements, how they work, notice periods, and tenant relationships
- Rent setting and the Rent Tribunal
- Providing information about the amount of rent charged
- Contractual obligations, uninhabitable properties, and mandatory evictions

This guidance focuses on the amendments to the Residential Tenancy (Jersey) Law 2011 (in force from 15 April 2025). It does not focus on the pre-existing (unchanged) requirements of the Law, which must still be followed.

How does the amended Law apply?

Once the amended Law comes into force, any new residential tenancy agreements that are entered into, whether an initial term or periodic tenancy, must comply with the new requirements of the Law.

For existing tenancy agreements that are already in place when the amended Law comes into force, fixed-term agreements generally stay under the old 2011 Law until they end or they are adjusted. Periodic tenancy agreements will automatically come under the amended Law when it is introduced.

Fixed-term agreements that already exist before commencement:

If you have a fixed-term tenancy that was already agreed before commencement of the amended Law, it can continue until the end of its fixed term under the old 2011 Law.

Nothing changes to an existing fixed-term tenancy arrangement unless:

- The tenancy needs renewal
- The agreement needs to be varied

If this happens, a new agreement must be made which needs to comply with the amended Law. For example, the new tenancy agreement will need to be either an initial term of up to 3 years, or a periodic tenancy.

The amended Law will also apply to a new tenancy arrangement when the existing tenancy arrangement is ended and a new one begins.

Carrying out a rent review as set out in the original fixed-term agreement does not count as varying the agreement.

Periodic agreements that already exist before commencement:

If the tenancy is already periodic (i.e. has no fixed end date) before the amended Law comes into force, this tenancy will automatically be a periodic tenancy under the amended Law, whether or not the written agreement is updated.

This means that for an existing periodic tenancy, the new Law and all relevant aspects including the updated notice periods and reasons for ending a tenancy apply immediately from commencement of the amended Law.

For more detail, see key transitional measures section.

6.1 Accommodation covered by the Law

What type of accommodation is covered by the new Law?

The new Law applies to the same types of properties and accommodation that were covered by the 2011 Law (before the amendment).

Generally, this means that self-contained accommodation is covered under the amended Law, and those which are not self-contained are not covered under the Law.

Self-contained accommodation must have its own shower or bath, washbasin, a kitchen, a sleeping space and a lavatory, all for the exclusive use of the people living there.

Examples of non-self-contained types of properties include non-self-contained lodging houses and staff accommodation where kitchen and bathroom facilities are shared.

I own a lodging house. How do the changes affect me?

If you own self-contained lodging accommodation, it is recommended that you treat the arrangement as a residential tenancy and use a residential tenancy agreement. This ensures that both you and your tenant benefit from the rights and protections under the Law.

The Law does not apply if the person living in the property is a boarder, lodger, or other licensee. However, this will only apply if your written agreement clearly states that they are a boarder, lodger, or licensee and the actual living arrangement matches what is legally considered a licence. It is important to state that this is the case and to reflect the actual circumstances of the arrangement.

A licensee is someone who is – often as party to a licence agreement – allowed to live in a property by the owner's permissions but without the same legal rights and protections as a tenant.

For example, if you own a lodging house with a self-contained unit and your tenant lives there, and your agreement does not clearly state that it is a licence, then the arrangement may be treated as a tenancy – a which means the amended Law would apply.

Attempting to avoid the new Law's requirements by wording the agreement differently to actual circumstances will not be legally valid. If an agreement is labelled as a 'licence', but it operates like a tenancy (for example, the tenant has exclusive use of the self-contained unit and pays rent), then the Law will still treat it as a tenancy.

If you own a lodging house and want to check whether your current arrangements fall under the amended Law, you can contact:

Environmental Health at environmentalhealth@gov.je or by calling 01534 445808.

6.2 Tenancy agreements

The updated Law has introduced new provisions around tenancy agreements.

How do the new tenancy agreements work?

Tenancies can either start as periodic, or they can start with an initial fixed term of up to 3 years and then become periodic afterwards. Whether you start with a fixed term or periodic depends on what you and the tenant agree to at the beginning of a tenancy.

Can there be more than one fixed-term agreement with the same tenant?

No. You cannot have another fixed term immediately after the first one. Once an initial term ends, the tenancy must either end or become periodic. An initial fixed-term tenancy term can be up to a maximum of 3 years.

Tenancies cannot roll continuously from one fixed term to the next.

However, if a tenant moves out and hands the property back to you, and a significant period of time has passed, then the same tenant could start a new initial-term tenancy in the same property. This can be helpful for people who work seasonally and need accommodation at certain times of the year, with a break in between tenancies.

Can there be multiple fixed terms up to a combined period of 3 years?

No. Whatever the length of the initial fixed term (up to a maximum of 3 years), there can only be one initial-term period before the tenancy either ends or becomes periodic.

Can a single initial fixed term be extended?

Yes. The fixed term of an existing tenancy can be extended, provided that:

- the landlord and tenant both agree to the extension by way of a variation to the agreement, and
- the variation is made before the original fixed term ends, and
- the total length of the fixed term does not exceed 3 years from the tenancy start date.

This means a fixed term can be extended part-way through the agreement as long as the total duration of the fixed term is no more than 3 years, including the extension.

What happens if a tenant with a 9-month immigration work visa needs to extend their tenancy agreement because their visa has been extended?

If an initial fixed-term tenancy (in this example, a 9-month initial term) needs to be extended, this can be done before the fixed term ends as described above. Alternatively, the landlord and tenant can allow the initial term to roll into a periodic tenancy. Under a periodic tenancy, the tenant can give 1 month's notice at any time, without needing to give a reason. The landlord can also give a short notice period (7 days) if the tenant's work permit or visa ends or is revoked.

What happens if my tenant, who had a 9-month immigration work visa and left the Island when it expired, is now returning after 3 months to live in the same employment-related accommodation?

Because the tenant vacated the property and a significant period of time has passed, the returning tenant can begin a new initial-term tenancy when they come back. This can be another fixed term of 9 months. This can be helpful for migrant workers who leave the Island between seasonal work and only need accommodation for the time that they are here.

How can I end a tenancy before the initial term becomes periodic?

To end a tenancy during the initial term, you must give the tenant at least 3 months' notice before the end of the initial term. The tenant can also end the tenancy, and they must give you at least 1 month's notice before the end of the initial term. A shorter notice period can be given by the landlord if certain reasons apply (see Table 1).

The tenant must receive your notice before the final day of the initial term. If notice is received less than 3 months but at least 1 day before the term ends, the initial term is automatically extended to honour the minimum notice period.

This includes initial fixed terms that have reached 3 years. The requirement that an initial term must be for 3 years or less does not prevent the initial term being extended under these circumstances.

For example, if an initial term ends on 10 May and the tenant receives your notice on 20 March, the full 3-month notice period would run until 20 June. Under the amended Law the initial term is automatically extended so the tenant still receives the full 3 months' notice.

However, if notice is not given before the contractually defined end date of the initial term, then the tenancy becomes periodic, and the notice and reason requirements for periodic tenancies apply.

How much notice does my tenant need to give to end a tenancy at the end of an initial term?

A tenant must give 1 month's notice before the end date of the initial term. If a tenant gives notice too late for the full month to be completed before the end date, the tenancy can be extended so that the full notice period is honoured.

For example, if the initial term is due to end on 1 July and the tenant gives notice on 10 June, the tenancy could continue until 10 July (1 month after the landlord received notice from the tenant).

What if notice is not served by either party at the end of the initial term?

If the landlord or the tenant does not give notice before the initial term expires, the tenancy will not end on the fixed-term end date. Instead, the tenancy automatically continues and becomes a periodic tenancy from the day following on from the end of the initial term.

Once the tenancy becomes periodic, the notice rules and protections for periodic tenancies apply, including the different minimum notice periods and, where relevant, the requirement for landlords to give a statutory reason (unless giving 1 year's notice).

If neither party intended for the tenancy to become periodic, the tenancy can still be ended on mutually agreed terms, if agreed by both parties.

Can I, or my tenant, end an initial term early without giving a reason?

Ending a tenancy early under a specific term in the agreement is often referred to as using a 'break clause'.

Under the new provisions of the Law, a break clause allows either party to end the tenancy without giving a reason, but only if they meet the early-termination requirements set out in the written tenancy agreement.

For example, break clauses may specify conditions such as:

- how long the tenant must have lived in the property before a break can be used;
- whether a certain amount of rent must still be paid; or
- whether the landlord or tenant must cover any break fee or find a replacement tenant.

If the tenant uses a break clause, they must give at least 1 months' notice. If the landlord uses a break clause, they must give at least 3 months' notice. Landlords and tenants can also choose to end an agreement early at any time if they both agree to do so.

How do I end a periodic tenancy?

Landlords can end periodic tenancies under the reasons set out in the amended Law. Each reason has a specific minimum notice period attached. Additionally, a landlord can end a tenancy without giving a reason as long as they provide a tenant with a minimum of 1 year's notice. See ending a tenancy section.

Does a tenant need to have a reason for giving notice on a periodic tenancy?

No. Tenants are not required to provide a reason to the landlord for giving notice in any type of tenancy agreement, whether these are initial term or periodic tenancies. A tenant will need to adhere to minimum notice periods.

What happens if a landlord gives a false or misleading reason for notice?

Under the amended Law, there is no specific criminal offence for a landlord giving a false or misleading reason for ending a tenancy. However, landlords must still comply with the legal grounds and notice requirements when seeking possession.

The Consumer Protection (Unfair Practices) (Jersey) Law 2018 (CPUPL) may apply, where knowingly or recklessly giving a false or misleading reason for serving notice could amount to a misleading commercial practice, which is a criminal offence under Article 7(1)(a) of the CPUPL.

What if the relationship with my tenant breaks down irreparably?

An irreparable breakdown in the landlord-tenant relationship is not a legal reason on its own for a landlord to give notice.

In a periodic tenancy, a landlord can choose to give 1 year's notice without needing to give a reason, which may be appropriate where the relationship has become unmanageable. Other valid notice reasons may still apply depending on the circumstances and could reflect the nature of an irreparable relationship breakdown. For example, if the tenant has caused serious nuisance, acted illegally, or committed a serious breach of the tenancy agreement.

Under an initial-term tenancy, the landlord or tenant can choose to end the tenancy agreement at the end of the fixed term by giving notice in line with requirements or end it early if the tenancy agreement includes a break clause, so long as the required notice is given and any other specified terms are met.

A landlord and tenant can also end any tenancy (initial term or periodic) early if they both agree to do so.

What happens if a tenant has their visa revoked, or is not successful in applying for a new visa?

A tenant should inform their landlord if their visa ends, is revoked, or their renewal application is refused. This means they no longer have the right to remain in Jersey. In these circumstances, a landlord may give the tenant 7 days' notice.

What happens if my tenant's residential status no longer matches the categorisation of the property under Control of Housing and Work legislation?

If your tenant's residential status changes, or the property's housing category changes so that the tenant is no longer legally allowed to live there, you can give your tenant 3 months' notice.

I am a landlord-employer. What can I do if my tenant-employee is dismissed for gross misconduct?

You can give your tenant-employee 7 days' notice, with the notice period starting from the day their employment comes to an end.

In accordance with the Employment (Jersey) Law 2003 and the employee's contract, if a tenant-employee's employment comes to an end – for any reason – the landlord-employer may give 7 days' notice, once the employment has ended.

This only applies to tenancies for accommodation linked to the person's work and includes instances where:

- Agency workers who are housed by the landlord for work purposes, even if the landlord is not their direct employer; and
- Workers who receive accommodation because of their job, even if the landlord is not their employer.

6.3 Rent increases

The updated Law introduces rules to help stabilise rents within tenancies. This relates only to continuous tenancy periods, and the time in-between tenancies, meaning a landlord can freely set the rent at the start of a tenancy.

As a landlord, how often can I increase the rent?

You can only increase rent once per year. You also need to give your tenant at least 2 months' notice before increasing the rent.

Is there a cap on how much I can increase rents by?

Yes, there is a limit on how much rent can increase. Normally rent can increase by no more than the annual increase in the Retail Prices Index (RPI). This is known as the 'statutory limit', but exceptions and exemptions can apply.

RPI statistics are published quarterly. For the latest figure, see: Retail prices | Statistics Jersey. For more information, see How is the statutory limit on rent increases calculated? Q&A below.

What if I want to increase rent by more than the statutory limit (RPI)?

You may increase rent above the statutory limit if:

- The current rent has fallen significantly behind market value, or
- The property has been improved in a way that benefits the tenant.

Under these circumstances, you will need to tell the tenant why the increase is above the limit and show how this has been calculated, when this increase will apply, and give at least 2 months' written notice.

It is important to discuss this with your tenant properly, as they can challenge the increase at the Rent Tribunal if they dispute the reason or the amount, or if notice was not served properly.

What if, due to unforeseen circumstances, I do not give my tenant a full 2 months' notice before a rent increase?

This would be considered as a breach of the Law, and as a result your tenant could take the issue to the Rent Tribunal.

If such unforeseen circumstances arise, it is recommended that you discuss this with your tenant as soon as possible. You could agree to delay the increase so that a full 2 months' notice is given, ensuring compliance with the Law.

If a new tenant takes on a new lease, is there a cap on the amount of rent I can set?

No, when a tenant takes on a new lease and related tenancy agreement, the rent is proposed by the landlord at the level they see fit, and the tenant agrees to this by entering into the tenancy.

This means you can set the rent freely when the new tenancy begins regardless of what the rent was under any previous tenancy. The statutory limit only applies to rent increases *within* an existing tenancy.

Can I increase rents more than once a year?

No. Rents can only be increased once per year by the statutory limit.

There may be exceptions for certain landlord-employers, and some social housing providers may be exempt from this aspect of the amended Law, but this will generally be because they are already subject to other rent-setting rules.

My tenant has been on the same rent for some time. What if I increased the rent above the statutory limit to make up for the shortfall?

You will need to explain to the tenant that the rent is rising above the limit because it has fallen behind market value. It is recommended that you discuss this with your tenant, explaining your reasoning. If the tenant disagrees, they can apply to the Rent Tribunal to challenge the increase.

What if I keep the rent the same for two years and then raise it by the statutory limit for both of those years combined?

This is not allowed under the new Law, meaning you can't subsequently recover any previous rent freezes.

However, the amended Law still allows you to raise the rent above the statutory limit if you can show that:

- The rent has fallen significantly behind market value, or
- The property has been improved to the tenant's benefit.

If you have not increased rent over a number of years, then a cumulative RPI increase *may* be justified if you can show that the property has fallen significantly below market value.

As with any proposed rent increase above the statutory limit, you will need to give written notice, explaining:

- Why the increase is above RPI
- How the amount has been calculated, and
- At least 2 months' notice before it takes effect.

Again, the tenant may challenge the increase at the Rent Tribunal if they dispute the reason or the amount, or if notice was not served properly.

What if my tenant cannot meet the rent increase in one go, so asks for several increments or two smaller rent increases in one year?

This is permitted under the new Law as long as the total amount does not exceed the lawful statutory limit. You will need to agree in advance with the tenant on how to spread out a single agreed increase up to the statutory limit over the course of the year.

It is important to note that this scenario does not allow for multiple rent-increase notices or events. A staged rent increase, not exceeding the statutory limit, is still considered to be one single increase, and you and the tenant will need to agree in advance to the timings and amounts of the smaller instalments across the year without exceeding the annual amount allowed under the amended Law.

What if my tenant cannot afford the rent increase capped at the limit?

If the increase is lawful, failure to pay would normally be a breach of contract. However, you may choose to work with the tenant to spread payments in a manageable way, similar to the staged, incremental approach outlined above.

What does 'significantly behind market rent' mean in practice?

This means the current rent on your property is notably lower than the rent being charged on similar properties rented in the open market. You may compare your property with similar rental listings to assess this.

It is important to be able to provide a reasonable assessment as to why you think that the rent on your property is significantly behind market rent. If your tenant disagrees, they can apply to the Rent Tribunal, which will decide independently whether the rent on your property has indeed fallen significantly behind market rent.

Will there be data available on market rents to work out whether the rent is significantly behind the market rate?

There is data available on advertised rents, reported in the Jersey Private Sector Rental Index, under Statistics Jersey's quarterly House Price Index reports. See the Jersey Private Sector Rental Index under the latest report available on House prices | Statistics Jersey, although this doesn't provide information by property type, only the overall market trend.

Under the new Law, landlords will be required to provide rent information, which is subject to the publication of a separate procedural order. This will be introduced after the amended Law is introduced and therefore Landlords are not currently required to provide this information. In

time, however, the data collected will be a useful benchmark when it comes to evaluating your rent.

The Government of Jersey will issue clear communications and guidance in advance of introducing the separate procedural order to explain when the rent information requirement starts, and what landlords will need to do.

See Rent information section.

What does 'improved to the tenant's benefit' mean in practice?

This applies where improvements make the property materially better for the tenant – for example, upgraded insulation, a new kitchen, or other improvements that enhance comfort, energy efficiency, or usability. Any rent increase as a result of the property being 'improved to the tenant's benefit' needs to reasonably reflect the value of the improvements.

If the tenant disagrees that a rent increase reasonably reflects the improvements, they can apply to the Rent Tribunal, which will assess independently whether the improvement justifies a higher increase.

If the Rent Tribunal is asked to decide whether the increase is reasonable, it may consider whether the property meets minimum standards under the Public Health and Safety (Rented Dwellings) (Jersey) Law 2018, taking into account the property's condition before the improvements.

How is the statutory limit on rent increases calculated?

The limit is based on the most recent RPI figure that has been published when the landlord gives notice of the rent increase. RPI is updated every quarter. For the latest figure, see: Retail prices | Statistics Jersey.

For example, if a rent increase is due to start on 4 April 2026, you must give the tenant notice by 4 February 2026. The most recent RPI figure available before that date was the December 2025 RPI, published on 30 January 2026.

That figure showed a 2.8% increase compared with the previous December, so the maximum rent increase allowed would be 2.8%.

I am a landlord-employer. What happens when rent is collected through deduction from wages?

If you deduct rent through Jersey minimum-wage offsets, you are exempt from the rent-stabilisation provisions. You should communicate this clearly with your tenant.

What will the rent increase changes mean for social housing landlords?

Social housing landlords may be exempt from restrictions on the minimum notice period required before applying a rent increase, and the statutory limit of a rent increase under the amended Law. This is strictly on the proviso that arrangements detailing alternative notice periods and rate of rent increases have been approved in writing by the Minister for Housing.

If no such arrangements are in place, then by default the normal rent stabilisation provisions apply to social housing landlords.

6.4 Rent Tribunal

The updated Law introduces an independent Rent Tribunal, which can decide whether a rent increase within a tenancy is lawful.

The Rent Tribunal can only deal with rent stabilisation matters set out in the amended Law, relating to disputed rent increases.

The Rent Tribunal has no role in any other residential tenancy issues, such as contractual disputes, notices and evictions, or complaints about fees, and the Tribunal does not make consideration on rents set between tenancies.

What happens if my tenant does not agree with a proposed rent increase?

Once you give a tenant written notice of a rent increase, if they disagree, then they can apply to the Rent Tribunal for rent increase to be reviewed.

From the time that the tenant receives the notice of rent increase, they have a period of 2 months and 2 weeks within which they can apply to the Rent Tribunal for a rent review.

The Tribunal may extend this application time in exceptional circumstances.

How does the Rent Tribunal decide if a rent increase is lawful?

The Tribunal will assess whether the rent increase complies with the amended Law. In doing so, it will consider the following:

- If only one rent-increase notice has been issued in the past year.
- Has the landlord given the tenant at least 2 months' written notice of the increase?
- Is the increase within the statutory limit?
- If the rent increase exceeds the statutory limit, is there a valid legal reason? For example, that the rent has fallen significantly behind market value, or that improvements have been made that benefit the tenant.

- Is any claimed reason for an above-RPI increase supported by evidence provided by the landlord?
- If the amount of any above-RPI increase is proportionate to the justification given.
- If there is an exemption that applies, such as those for landlord-employers under the amended Law or those that have been specifically arranged with a social housing provider.
- Is the increase related to a rent review within a tenancy?

The Tribunal may request further information or evidence from either party before reaching its decision.

What evidence might I need for an above-statutory limit (RPI) increase?

It is important to be able to back up any above-statutory limit rent proposal with evidence that supports your rationale for giving notice for such a rent increase. In the event of a Rent Tribunal appeal, the Tribunal will wish to see such evidence and reasoning.

Examples of this could include:

- Demonstrating that the rent has fallen significantly below market value. This could be by highlighting comparable listings or showing that the rent has not been increased over a number of years.
- Showing that the property has received improvements that benefit the tenant. These could include cost-saving measures such as improved insultation and energy efficient upgrades verified by a Home Energy Audit, or enhancements such as new kitchen or bathroom that improve the experience of living in the property.

How will the Rent Tribunal decide if an above-statutory limit (RPI) rent increase is reasonable and proportionate?

The Rent Tribunal will base their decision within requirements of the amended Law.

To decide if an above-statutory limit rent increase is reasonable and proportionate, the Tribunal will consider if the landlord's reason for going above the statutory limit is valid, essentially if the rent has fallen significantly behind market value, or if the property has been improved in a way that benefits the tenant.

If the Tribunal consider the reason to be valid, and based on the scale of the increase, essentially how far behind the market the rent has fallen, or the extent of improvements and how they benefit the tenant, the Tribunal will decide if the proposed rent increase is proportionate and therefore lawful.

If the Tribunal decides that the rent increase is lawful, it will take effect from the date stated in the notice given by the landlord to the tenant when they first proposed the rent increase.

If the Tribunal decides the rent increase is not lawful under the amended Law, it can rule that the rent increase will not take effect.

The Tribunal may also set a different rate of rent increase, provided that:

- The amount is no higher than the landlord originally proposed, and
- The new start date complies with the amended Law.

Do I need to approach the Rent Tribunal to increase rent above the statutory limit (RPI)?

No. You do not need to approach the Rent Tribunal yourself if you are going to propose an above-statutory limit rent increase. This is for the tenant to do if they feel that the increase is unjustified.

You can propose to raise the rent above the statutory limit, giving the tenant at least 2 months' notice in writing, explaining the reasons why the increase is above the statutory limit notice and if your tenant agrees to the proposed rent increase above the statutory limit, no further action is needed.

Your tenant can apply to the Rent Tribunal if they believe that:

- The increase above the statutory limit is not justified, or
- The rent increase notice was not issued correctly.

How will rent payments be managed while an appeal is being decided?

The tenant will need to continue to pay rent during the appeal process.

If the proposed rent increase that is being disputed is above the statutory limit of RPI, then the tenant may pay up to the statutory RPI limit. If the tenant is appealing for any other reason, they will continue paying the current rent until the Tribunal makes a decision.

If the Tribunal approves the rent increase, the tenant will need to pay any rent arrears that may have accrued. If the Tribunal upholds the appeal, the landlord will need to refund any amount overpaid.

Can the Rent Tribunal set the amount of the rent increase?

The Tribunal has limited powers to set the amount of rent increase.

The Tribunal cannot:

- Order a rent increase higher than the amount you, the landlord, proposed

- Set an increase below the statutory limit of RPI where a statutory limit increase would otherwise be lawful.

The Tribunal can:

- Set an increase between the statutory limit RPI and the amount you proposed if an above-statutory limit increase is only partly justified
- Decide that an increase has no effect if the legal requirements for issuing a rent-increase notice such as timing, frequency, or the required notice period have not been met

Can my tenant appeal historic rent increases?

No. Only a proposed rent increase after the amended Law comes into force can be appealed, and this needs to be appealed to the Rent Tribunal within 2 months and 2 weeks of the notice of rent increase.

The only exception to this is if the Rent Tribunal decides to give an extension to the application deadline due to exceptional circumstances.

What happens if Rent Tribunal members disagree on a decision?

If no majority decision is reached, the Chair has casting vote.

Are hearings held in public?

Yes, unless the Tribunal decides there is good reason for a private hearing.

What happens if I fail to refund my tenant for overpaid rent following the Tribunal's decision?

If you do not repay an overpayment ordered by the Tribunal, the tenant can recover the funds through the Petty Debts Court as a civil debt. Similarly, if your tenant has failed to pay accrued rent then you can initiate civil proceedings in the same way.

How long does the Rent Tribunal's decision last?

The Rent Tribunal's decision is binding until the next rent review for that tenancy, unless overturned on appeal.

What if I disagree with the Rent Tribunal's final decision?

If you disagree with the decision that the Rent Tribunal have reached, then you are entitled to appeal to the Royal Court, but only if this is based on a *point of law* rather than simply because you disagree with the Tribunal's conclusion.

If you wish to pursue an appeal, you will need to apply to the Rent Tribunal for leave to appeal within 28 days of the Tribunal's decision. You can request a 'stay of the decision' while the appeal is determined meaning that applying the Tribunal's decision on the rent will be suspended until your appeal has been determined.

Who sits on the Rent Tribunal?

The Tribunal must have at least 3 members:

- A legally qualified Chair
- A legally qualified Deputy Chair
- At least one other Member

All members must have appropriate experience in housing and tenancy matters, be ordinarily resident in Jersey, and cannot be Jersey politicians or government officials either currently or within in the last 2 years.

For the Tribunal to sit, the Chair and at least 2 other members must be present.

How are members appointed?

Members are nominated by the Minister for Housing (after consulting the Jersey Appointments Commission) and appointed by the States Assembly.

How will the Minister for Housing ensure that the Rent Tribunal is fair and balanced?

The Rent Tribunal is independent from the Government. It sits within the Judicial Greffe's Tribunal Service, which is an impartial body.

Members of the Tribunal must have a mix of legal and housing experience, so that decisions are fair, evidence-based, and credible.

Although the Minister for Housing nominates members (after an independent appointments process), the final decision is made by the States Assembly. This helps ensure that the overall membership is balanced and impartial.

6.5 Contractual obligations on you and your tenant

The new Law offers more clarity on what is expected from you and your tenant, and what should be set out in your tenancy agreement.

Are there any caps on fees and charges relating to my tenancy?

No. There are no caps on fees or charges.

However, fees related to the tenancy must be set out in writing in the tenancy agreement.

These may include any financial requirements on you or your tenant if breaking an initial (fixed) term agreement early, and details of fees relating to costs around the supply and maintenance of services.

Can I charge my tenant a fee that is not set out in the tenancy agreement?

Your tenant is only required to pay fees that are set out in the tenancy agreement, or that must be paid under legislation (including any Regulations or Orders made under the Residential Tenancy Law or other Laws).

The new Law requires certain fees (where applicable) to be listed in the tenancy agreement. If a fee is listed in the agreement, the tenant is contractually obliged to pay it.

If you charge or demand a fee not listed in the agreement, the tenant is not legally or contractually required to pay it. You may ask the tenant to agree to vary the agreement to include that fee, and if the tenant disagrees, you may apply to the Petty Debts Court to vary the agreement only where the Law requires that particular fee to be included.

If a tenant pays a fee that they were not legally or contractually required to pay, you should refund the amount. If the fee is not refunded, the tenant may bring a claim to recover it, usually in the Petty Debts Court.

What happens if my tenant fails to pay a fee set out in the tenancy agreement?

In the first instance, it is recommended that you discuss the matter with your tenant to see whether an arrangement can be reached.

If a tenant fails to pay a fee that is set out in the tenancy agreement, this may amount to a breach of the agreement. In some cases, repeated failure to pay may amount to a serious breach.

If this happens, you are entitled to:

- Give the tenant written notice requiring payment, allowing them at least 7 days to comply
- If they still do not pay, you may issue 1 month's notice to end the tenancy

If eviction proceedings follow, the Petty Debts Court may also order the tenant to pay the outstanding fee as a civil debt.

What happens if my tenant overpays rent or accidentally sends me money that is not payable under the tenancy agreement?

If your tenant pays you money they should not have – including an overpayment of rent – you must return it within 10 working days of realising the mistake.

If the overpayment relates to re-supplied services (such as electricity, gas, water or drainage) charged under the Residential Tenancy (Supply of Services) (Jersey) Order 2013, you must refund the amount within 14 days of receiving it.

These timeframes apply regardless of how the overpayment happened. Returning the money promptly ensures compliance with the Law and helps prevent misunderstandings or disputes.

Can my tenant ask for a receipt – and what must I do?

If the tenant asks for a receipt within 5 working days of making a payment that is due under the tenancy agreement (e.g., rent), you must give them a receipt within 5 working days of getting that request.

Am I required to have buildings insurance?

Yes. Landlords are required to insure the property.

This insurance should provide coverage for the total duration of the tenancy, insuring the property for any risk, loss or damage for which it can reasonably be insured, such as damage caused by fire, storm, floor, or subsidence. The agreement must also contain a provision covering the landlord's obligation to insure the property.

Why are tenants not required to have contents insurance if I need to have building insurance?

Tenants are not required to have contents insurance because the landlord's building insurance generally provides protection for both landlord and tenant if something happens to the building itself.

Whilst tenants are not legally required to have contents insurance, it is strongly recommended.

Contents insurance mainly covers the tenant's own belongings and can help cover losses in the event of an incident. This could be damage to furniture after a leak and, depending on the agreement, includes items like carpets or white goods. Deposits can be used to offer some protection against loss in such circumstances.

A landlord can also set an expectation that the tenant should have contents insurance in place. There is nothing in the Law preventing a landlord from requiring contents insurance in the tenancy agreement, and many Jersey tenancies already include this.

Do I need to include obligations from my ownership document or insurance policy in the tenancy agreement?

Yes. Under the new Law, your tenancy agreement must list any obligations you have under an ownership document (such as a head lease, flying freehold declaration, or share transfer document) or under your insurance policy where a tenant's actions could cause you to breach those obligations.

This requirement ensures that tenants are fully aware of restrictions that may affect how the property is used – for example, rules about pets, short-term letting, certain business activities, or requirements you must follow to keep your buildings insurance valid.

Including these obligations in the tenancy agreement benefits both parties. It provides transparency for the tenant, and it protects you from situations where a tenant might unknowingly put you in breach of your ownership document or invalidate your insurance policy. If these obligations are not clearly included in the tenancy agreement, you may have difficulty enforcing them later.

Make sure:

- the obligations are listed clearly and specifically
- they are accurate and up to date, and
- the tenant understands the implications for how the property may be used.

6.6 Uninhabitable premises

The updated Law clarifies the process of how a property can be declared uninhabitable and what happens afterwards.

What happens if a property is determined to be uninhabitable?

An authorised officer needs to make the decision that the property is uninhabitable. If this happens, then the tenant must leave the property.

What happens next depends on who was responsible for the property becoming uninhabitable:

- If it was the tenant's intentional or reckless act, the tenant must continue to pay rent, even if they cannot live in the property.
- If it was not the tenant's fault, the tenant does not have to pay rent while they cannot live in the property. However, if the landlord agrees to provide suitable alternative

temporary accommodation during the repair period, then the tenant will continue to pay rent.

In all cases, the tenant should only return once the home is confirmed to be safe.

A formal decision that the property is uninhabitable gives the landlord the right to serve 1 month's notice to end the tenancy. This right applies regardless of how or why the property became uninhabitable.

6.7 Regaining possession of property

Under the new Law, landlords can regain possession in different ways, some requiring a reason and some not, provided they follow the legal requirements for the route they use.

When can I legally regain possession of my property?

You can regain possession of your property through mandatory grounds, discretionary grounds and other lawful routes.

Mandatory grounds:

If your tenant's residential tenancy has ended after notice has been lawfully served and they have not given vacant possession of the property, the Court must grant possession for the following mandatory grounds:

- You intend to sell the property or change its use
- You intend to renovate the property
- You or your family member intends to live in the property for 6 months or more
- You need a helper or carer to occupy the property for 6 months or more
- Your tenant's residential status no longer allows them to occupy the property
- The tenancy was linked to your tenant's employment, and that employment has ended in line with any relevant legal or contractual requirements
- Your tenant's work permit or visa has ended
- Your tenant's residential status was revoked because it was granted on the basis of incorrect information.

Discretionary grounds:

If your tenant's residential tenancy has ended, and they have not given vacant possession of the property, the Court may grant possession if it is reasonable for the following discretionary grounds:

- The property is under-occupied social rented housing, and you have taken reasonable steps to help the tenant move to more suitable accommodation
- The tenant has seriously breached the tenancy agreement, and they did not put things right after you gave written notice and a reasonable opportunity to remedy the breach
- The property has been declared uninhabitable by an authorised officer
- The tenant's actions have caused a breach of an ownership document relating to the property, and they did not correct the issue after you issued written notice
- The tenant's actions have caused a breach of your insurance policy, and they did not correct the issue after you issued written notice
- The tenant has left the property empty for at least 2 months (or another period set out in the tenancy agreement) without your approval, and you reasonably believe it will remain unoccupied
- The tenant has used or allowed the property to be used for illegal purposes, or has caused or allowed serious or repeated nuisance, or has interfered with the reasonable peace, comfort or privacy of neighbours.

Other lawful routes:

The Court may grant possession without you needing to provide a reason, provided you follow the legal requirements. These are:

- The end of an initial term, if you give at least 3 months' notice before the term expires
- 1 year's notice to end a periodic tenancy
- Ending an initial term early in line with a valid break clause, where the notice and requirements set out in the tenancy agreement are met
- Ending a tenancy by mutual agreement, at any time and for any reason.

What will the Court consider if I apply for an eviction order?

If you apply to the Petty Debts Court for an eviction order, the Court will decide whether the legal requirements for the route you are relying on have been met. Where a mandatory ground applies, the Court must grant possession; for discretionary grounds, the Court will consider whether granting possession is reasonable.

In all cases, the Court retains the power to delay (or "stay") an eviction and will consider the circumstances of the case – including the reason for notice, where relevant – when deciding whether a stay should be granted.

6.8 Transitional measures

Transitional measures are a specific set of provisions that operate differently from the rest of the amended Law.

These measures exist solely to support an orderly shift from the original 2011 Law to the amended Law.

They provide a phased approach, giving the rental market time to adjust to the new requirements of the amended Law.

I have a tenant on a fixed-term tenancy agreement. How does the amended Law apply to this agreement after commencement?

The existing fixed-term tenancy agreement can continue until the end of its fixed term in the same way that it would have under the old 2011 Law.

Generally, the new Law will apply to the tenancy agreement once something changes.

The Law will apply to the fixed-term tenancy agreement if:

- The tenancy needs to be renewed, or
- The agreement needs to be varied.

Once these happen, a new agreement must be made which needs to comply with the amended Law.

The Law will also apply to a new tenancy arrangement when the existing tenancy arrangement is ended and the new one begins.

Overall, this means that a new tenancy agreement needs to be either:

- An initial-term tenancy of up to 3 years, or
- A periodic tenancy.

For any new tenancy that is granted after the amended Law comes into force, which starts immediately after the same tenant's existing tenancy for a fixed term has ended, the total duration is calculated from the start date of that new tenancy. Where a pre-commencement fixed-term tenancy ends after commencement and a new periodic tenancy arises because the tenant stays in the property, the total duration of the tenancy starts when that periodic tenancy commences. Earlier tenancies under the 2011 Law do not count towards the total duration.

If you and your tenant enter a new agreement after commencement of the amended Law – or the fixed term ends and the tenancy rolls into a periodic tenancy – this is treated as a new agreement.

If the fixed term ends after commencement of the amended Law, and neither party gives notice, and as a landlord, you continue to accept rent, then the tenancy automatically becomes

a periodic tenancy under the amended Law. This will happen automatically, even if nothing is signed.

If your tenancy agreement requires either party to give notice to end the tenancy at the fixed-term end date, rather than letting the tenancy agreement to roll on, and if notice is given after commencement of the amended Law, then the fixed-term arrangement can be extended to allow the minimum notice period under the amended Law to be completed.

If I already have a tenant on a periodic tenancy agreement, what happens when the amended Law commences?

If the tenancy is already periodic, it automatically becomes a periodic tenancy under the amended Law. This also applies to a tenancy where the periodic agreement is tacit or implied.

For these existing periodic tenancies, the time the tenant has already lived in the property continues to count towards the total duration of the tenancy. This does not reset at the commencement of the amended Law.

This may affect the notice period you need to give for certain notice reasons. For example:

- If the tenant has lived in the property for 5 years or more, they must receive 6 months' notice for certain 'reason-based' notices (e.g., sale, renovation, family occupation, helper occupation, or social housing under-occupation).
- Until they have lived there for 5 years, the minimum notice for these reasons is 3 months.

As a landlord, you may need to allow for this change in notice periods, especially if you might rely on a reason that requires longer notice.

You will no longer be able to give 3 months' notice without a reason, as was allowed under the old Law, and under the amended Law, if you want to end a periodic tenancy without giving a reason, you will need to give a minimum of 1 year's notice.

Periodic tenancies that carry over automatically into the amended Law also become subject to the new rent stabilisation rules. This means rent cannot be increased within one year of the last rent review, even if this was carried out before commencement of the amended Law.

Once the amended Law has commenced, how does this apply to new agreements?

Any new agreements, whether periodic or those with an initial fixed term, must meet all requirements of the amended Law.

What is 'total duration' and how does it work under the amended Law?

'Total duration' means the total consecutive time a tenant has lived in the same property.

The total duration is important because it affects the minimum notice period a landlord needs to give for certain reasons under the amended Law, broadly:

- Under 5 years: 3 months' notice
- 5 years or more: 6 months' notice.

Under the transitional measures, accruing the total duration is different for pre-existing fixed-term tenancies and pre-existing periodic tenancies:

For pre-existing fixed-term tenancies:

- Time spent in a fixed-term tenancy that began before commencement of the amended Law does not count toward total duration
- If that fixed term later ends and the tenancy becomes periodic after commencement (whether by agreement or because the parties simply continue and rent is accepted), this creates a new tenancy under the amended Law. The total duration 'clock' resets to zero at the point that the new periodic tenancy begins.

For pre-existing periodic tenancies:

- Any periodic tenancy already in place when the amended Law begins immediately falls under the amended Law
- For these tenancies, all previous consecutive time living in the property counts toward total duration – including earlier fixed terms in the same property.

What happens if I do not update my agreement to a new agreement under the amended Law?

If your tenancy is an existing fixed-term agreement, it can continue under the old 2011 Law until the fixed term ends. There is no need to update the agreement in these circumstances.

For all other tenancies (including existing periodic tenancies), the amended Law applies automatically from commencement – even if the written agreement has not yet been updated.

Landlords are encouraged to update written tenancy agreements as soon as reasonably practicable after commencement of the amended Law. If this is not done, the tenant has the option to apply to the Petty Debts Court for an order requiring the agreement to be varied so it includes all the information required by the amendment Law.

Once the amended Law has commenced, what happens if a fixed-term agreement requires notice to end it, and that notice is given slightly late?

If your tenancy agreement requires one or both parties to give notice for the tenancy to end on the fixed-term end date, and that notice is given after commencement of the amended Law,

the tenancy may continue for a short period beyond the original end date so that the contractual notice period can run.

This is because the amended Law allows the fixed term to be extended where notice was given late but still before the fixed term expires. This extension of the tenancy remains part of the same fixed-term tenancy – it does not create a new tenancy.

If, after that notice period has expired, the parties then allow the tenancy to continue on a rolling basis, where for example, the tenant remains in occupation and the landlord continues to accept rent, this becomes a periodic tenancy under the amended Law. That periodic tenancy is treated as a new tenancy for 'total duration' purposes, which means that the total duration of the tenancy is calculated from the beginning of that periodic tenancy.

For clarity: a short extension to honour a late contractual notice requirement does not create a new tenancy.

Does the Rent Tribunal apply to a fixed-term tenancy that started before commencement?

No. Not while the fixed term is still running on its original terms. A fixed-term tenancy entered under the pre-amended 2011 Law continues under the pre-amended 2011 Law until it ends.

The Tribunal only applies once the tenancy becomes a new tenancy under the amended Law.

When does Rent Tribunal jurisdiction apply to a fixed-term tenancy that started before commencement?

Rent Tribunal jurisdiction applies only when the pre-existing fixed-term tenancy becomes a new tenancy under the amended Law.

This can happen in two ways:

- A new tenancy agreement is entered into after commencement of the amended Law. This can be either a periodic tenancy from the outset or start with an initial-term tenancy.
- The fixed-term tenancy agreement ends after commencement of the amended Law and the parties allow the tenancy to continue, meaning that it becomes a periodic tenancy under the amended Law – for example, the tenant stays in occupation, and the landlord continues to accept rent.

A short extension of the fixed term to allow a late contractual notice period to run does not create a new tenancy, and the Rent Tribunal does not have jurisdiction during that brief extension.

What is the transitional situation concerning the requirement to submit rent information?

Under the transitional arrangements, pre-commencement fixed-term agreements that remain unvaried continue to be governed by the original 2011 Law. As that Law does not include a requirement to provide rent information, no rent information needs to be submitted for those agreements.

For pre-commencement periodic agreements, and for all new agreements entered into after commencement, the requirement to provide rent information will only begin once the Rent Collection Procedural Order is brought into force. This is expected to take place later in 2026. Until that order is formally enacted, landlords are not required to submit rent information.

7. Tenants Q&A

This Q&A section talks through some of the key questions that tenants may have when considering what the amended Law means for them, providing guidance on the following aspects:

- How the amended Law will be applied
- What type of accommodation is covered by the amended Law
- Tenancy agreements and what a tenant needs to do
- How rents are set and how to use the Rent Tribunal
- A tenant's contractual obligations, uninhabitable properties, and grounds for eviction.

This guidance focuses on the amendments to the Residential Tenancy (Jersey) Law 2011 (in force from 15 April 2025). It does not focus on the pre-existing (unchanged) requirements of the Law, which must still be followed.

7.1 How does the amended Law apply?

Once the amended Law comes into force, any new residential tenancy agreements that are entered into, whether an initial term or periodic tenancy, must comply with the new requirements of the Law.

For existing tenancy agreements that are already in place when the amended Law comes into force, fixed-term agreements generally stay under the old 2011 Law until they end or they are adjusted. Periodic tenancy agreements will automatically come under the amended Law when it is introduced.

Fixed-term agreements that already exist before commencement:

If you have a fixed-term tenancy that was already agreed before commencement of the amended Law, it can continue until the end of its fixed term under the old 2011 Law.

Nothing changes to an existing fixed-term tenancy arrangement unless:

- The tenancy needs renewal, or
- The agreement needs to be varied.

Once these happen, a new agreement must be made which needs to comply with the amended Law. For example, the new tenancy agreement will need to be either an initial term of up to 3 years, or a periodic tenancy.

The amended Law will also apply to a new tenancy arrangement when the existing tenancy arrangement is ended and a new one begins.

Carrying out a rent review as set out in the original fixed-term agreement does not count as varying the agreement.

Periodic agreements that already exist before commencement:

If the tenancy is already periodic (i.e. has no fixed end date) before the amended Law comes into force, this tenancy will automatically be a periodic tenancy under the amended Law, whether or not the written agreement is updated.

This means that for an existing periodic tenancy, the new Law and all relevant aspects – including the updated notice periods and reasons for ending a tenancy – apply immediately from commencement of the amended Law.

For more detail, see key transitional measures section.

7.1 Accommodation covered by the Law

I live in a lodging house. Does the amended Law apply to me?

The new Law applies to the same type of properties that were covered by the old 2011 Law.

This means:

- Non-self-contained lodging houses and non-self-contained staff accommodation are not covered by the amended Law
- Self-contained units where, for example, you live in a flat with its own kitchen and bathroom inside a lodging house may be covered by the amended Law. If you're unsure, you can check with Environmental Health (details below).

The amended Law does not apply if the person living in the property is a boarder, lodger, or other licensee. A licensee is someone who is – often as party to a licence agreement – allowed to live in a property by the owner's permissions but without the same legal rights and protections as a tenant.

However, this depends on both:

- What the written agreement says, and
- Whether the living arrangement is genuinely a licence in practice (for example, no exclusive possession).

If an agreement is labelled as a 'licence' but, in reality, functions like a tenancy – for example, the occupier has exclusive use of a self-contained unit and pays rent – then the amended Law is likely to apply.

Parties cannot opt out of the Law by simply calling the agreement something different.

> If you live in a lodging house and want to check whether your agreement is a tenancy or a licence, you can contact Environmental Health at environmentalhealth@gov.je or by calling 01533 445808.

What counts as self-contained accommodation?

Self-contained accommodation must have its own shower or bath, washbasin, a kitchen, a sleeping space and a lavatory, all for the exclusive use of the people living there.

7.2 Tenancy agreements

The amended Law has introduced new tenancy types.

Broadly, these are either an initial-term tenancy agreement that has a fixed end date, or a periodic tenancy agreement that has no fixed end date

How does the amended Law work for new tenancy agreements?

For a new tenancy, at the outset of a new agreement, parties can enter into either:

- an initial-term agreement with a fixed end date that can be up to 3 years from the start of the tenancy. If the tenancy continues for longer than the fixed-term date then this agreement will roll into a periodic agreement with no fixed end date, or
- an agreement that is a periodic agreement, with no fixed end date, from the outset.

For more information, see ending a tenancy.

What if I want more than one fixed term with the same landlord?

You cannot have a second fixed term immediately after the first one. Once an initial term of up to 3 years ends, the tenancy must either end or become periodic. This means you will not roll directly from one fixed-term arrangement to another fixed-term arrangement.

Depending on your needs and preferences, it is recommended to discuss arrangements with your landlord so that you are both clear about what you expect from the tenancy.

If you move out and hand the property back to your landlord, and a significant period of time has passed, you can start a new initial-term tenancy in the future with the same landlord at the same property. This can be helpful for people who work seasonally and need accommodation at certain times of the year with a break between tenancies.

Can there be multiple fixed terms up to a combined period of the 3-year initial fixed term maximum?

No. Regardless of the length of the initial fixed term there can only be one initial term before the tenancy either ends or becomes periodic. The maximum length for an initial fixed-term arrangement is 3 years.

How can my landlord end my tenancy?

Your landlord will end your tenancy by issuing you notice.

The type of arrangement you have, and the duration of the tenancy, affects how much notice a landlord needs to give, and depending on the length of the notice period whether they need to give a reason for ending the tenancy.

Table 1 lists all the reasons a landlord can use to end a tenancy under the new Law, along with the minimum notice periods for both initial term and periodic tenancies.

What happens if my landlord gives a false or misleading reason for ending my tenancy?

Under the amended Law, there is no specific criminal offence for a landlord giving a false or misleading reason for ending a tenancy. However, landlords must still comply with the legal grounds and notice requirements when seeking possession.

The Consumer Protection (Unfair Practices) (Jersey) Law 2018 (CPUPL) may apply, where knowingly or recklessly giving a false or misleading reason for serving notice could amount to a misleading commercial practice, which is a criminal offence under Article 7(1)(a) of the CPUPL.

For an initial term tenancy:

- Your landlord can end the tenancy at the end of the initial term, without giving a reason, if they give 3 months' notice
- Your landlord may also end the tenancy earlier, without giving a reason, but only if they satisfy any requirements set out in the break clause. The landlord must also still give 3 months' notice.

For a periodic tenancy:

- Your landlord can end the tenancy without giving a reason if they give you 1 year's notice

- Your landlord can end a tenancy with a shorter notice period if they provide a valid reason under the amended Law.

Do I need to give a reason for notice during a periodic tenancy?

No. You can give your landlord 1 month's notice to end a periodic tenancy, without needing to provide a reason.

We are coming towards the end of our initial fixed term; how can the tenancy end?

For your landlord to end a tenancy at the end of the initial term, they will need to give at least 3 months' notice before the end date of the initial-term arrangement.

You may also end the tenancy, but you will need to give the landlord at least 1 month's notice before the initial-term arrangement ends.

If either party gives notice too late, meaning that the notice period cannot be fully honoured before the end date of the initial term, then the new Law allows the initial term to be extended so that the full minimum notice period can be completed.

For example, if an initial term ends on 10 May and you receive notice from your landlord on 20 March, the full 3-month notice period would run until 20 June. The initial term is extended so you still receive the full 3 months' notice.

If your landlord gives you notice, you must receive this notice before the final day of the initial term. If notice is received less than 3 months but at least 1 day before the term ends, the initial term is automatically extended to honour the minimum notice period.

The same principle applies for giving your landlord 1 month's notice. If you give notice less than 1 month before the end date of the initial fixed-term arrangement, then this is automatically extended to honour the minimum notice period.

For clarity, the requirement that an initial term can only be up to 3 years does not prevent an extension of the term where this extension is needed to complete the notice period.

If notice is not given before the initial term ends, the tenancy will automatically become periodic, and the rules for notice and reasons under a periodic tenancy would then apply.

If you and your landlord did not intend for this to be the case, you can still end the tenancy by mutual agreement.

What if I wanted to end the initial term early?

In order to end an initial-term tenancy early, you will need to meet any specific requirements that have been set out in your agreement around ending the agreement early. This is often referred to as using a 'break clause'.

Under the amended Law, a break clause allows either party to end the tenancy without giving a reason, but only if they meet the early-termination requirements that are set out in the written tenancy agreement.

You would need to give 1 month's notice and meet the relevant conditions specified in the tenancy agreement.

Landlords and tenants should consider any relevant conditions to break an initial-term tenancy and reflect these in the agreement. For example, setting a minimum period before the break could be exercised, payment of any fees involved, or any obligations around finding replacement tenants.

I am on a 9-month immigration work visa. If my visa is extended for another 9 months, what do I need to do for my tenancy?

An initial fixed term can be extended part-way through the agreement as long as the variation is made before the original fixed term ends and the total duration of the fixed term is no more than 3 years, including the extension (see Can a single initial fixed term be extended?)

Alternatively, you and your landlord could agree that your initial term can roll into a periodic, should you want to, because your visa has been extended.

Under a periodic agreement, tenants can give 1 month's notice without needing to give a reason, and landlords can give a short amount of notice: a minimum of 7 days, should a work permit or visa end or be revoked.

Landlords and tenants can also mutually agree to end the tenancy at any time.

I am a tenant on a visa or work permit. What happens if I have my visa revoked, or I am unsuccessful in applying for a new visa?

You should inform your landlord if your visa ends, is revoked, or your renewal application is refused.

This means you no longer have the right to remain in Jersey.

In these circumstances, your landlord may give you 7 days' notice.

What happens if my residential status no longer matches the categorisation of the property under Control of Housing and Work legislation?

If your residential status changes, or the property's housing category changes so that you are no longer legally allowed to live there, your landlord can give you 3 months' notice.

If you are in a periodic tenancy, you can also give your landlord 1 month's notice without needing to provide a reason.

If you are in an initial-term tenancy, you would need to check your agreement for any 'break clause' requirements and abide by those and serve at least 1 month's notice.

You and your landlord can also mutually agree to end the tenancy at any time.

7.3 Rent increases

The amended Law introduces rules to help stabilise rents within tenancies. This stabilisation, and the related rules, do not include the time in-between tenancies. This means a landlord can freely set the rent at the start of a tenancy.

What do the changes about how rents can increase mean for me, as a tenant?

Your landlord can only increase rent once per year.

Before they do this, they must give you at least 2 months' notice.

There is a statutory limit on how much rent can increase, unless an exception or an exemption applies.

Is there a cap on how much my rent can be increased by?

Yes, there is a limit on how much rent can increase. Normally rent can increase by no more than the annual increase in the Retail Prices Index (RPI). This is known as the 'statutory limit'.

The statutory limit is the annual percentage increase in the most recently published RPI statistic, which is published quarterly. For the latest figure, see: Retail prices | Statistics Jersey.

For more information on how the statutory limit is set, see How is the statutory limit on rent increases calculated?, below.

It is important to note that exceptions and exemptions can apply as to how much a landlord can increase your rent by.

What happens if my landlord increases my rent by more than the statutory limit (RPI)?

Unless there are exemptions in place, your landlord can only increase rent above the statutory limit of RPI if:

- The current rent has fallen significantly behind market value, or
- The property has been improved in a way that benefits you, as the tenant.

Your landlord must tell you why the increase is above the limit, when it will apply, and give at least 2 months' written notice.

If you do not think this is justified, then you can apply to the Rent Tribunal to dispute the rent increase.

What if my landlord does not give 2 months' notice before a rent increase?

Your landlord is required to give 2 months' written notice before a rent increase. If not, this would breach the new Law, and you could take the issue to the Rent Tribunal.

You may choose to speak to your landlord first, and they could choose to delay the increase so that a full 2 months' notice is given. This will ensure compliance with the amended Law.

Can my landlord increase rents more than once a year?

No. Rents can only be increased once per year by the lawful amount.

However, certain landlord-employers and some social housing providers may be exempt, depending on whether other rent-setting rules already apply to them.

What does 'significantly behind market rent' mean in practice?

This means the current rent is well below what similar properties would reasonably be rented at on the open market. Your landlord might compare your property with similar rental listings to assess this.

If you disagree with the amount of or justification for the rent increase, or notice was given improperly, you can apply to the Rent Tribunal, which will decide independently whether the rent has fallen significantly behind market rent.

Will there be data available on market rents to work out whether the rent is significantly behind the market rate?

There is data available on advertised rents, reported in the Jersey Private Sector Rental Index, under Statistics Jersey's quarterly House Price Index reports. See the Jersey Private Sector Rental Index under the latest report available on House prices | Statistics Jersey.

Under the new Law, landlords will be required to provide rent information under in a separate procedural order. This will be introduced after the amended Law comes into force.

This rental information is expected to be able to provide a detailed picture of the amount of rent being charged across tenancies, and so will help inform a better understanding of market rents for all parties.

What does 'improved to the tenant's benefit' mean in practice?

This means that improvements have been made to the property that make it materially better for you when living there.

This may be new radiators or upgraded insulation that improves energy efficiency and helps with heating costs, or a kitchen upgrade that enhances comfort or usability.

Any rent increase must reasonably reflect the value of the improvements.

If you disagree with the amount of the rent increase, the justification provided, or if notice was not properly given, you can apply to the Rent Tribunal. The Tribunal will assess independently whether the improvement justifies a higher increase in rent.

If you apply to the Rent Tribunal to decide whether the increase is reasonable, the panel may consider whether the property meets minimum standards under the Public Health and Safety (Rented Dwellings) (Jersey) Law 2018, taking into account the property's condition before the improvements.

From 15 April 2025, check Tribunals - Courts.je for information on how to apply to the Rent Tribunal.

How is the statutory limit on rent increases calculated?

The limit is based on the most recent RPI figure that has been published when the landlord gives notice of the rent increase. RPI is updated every quarter. For the latest figure, see: Retail prices | Statistics Jersey.

For example, if a rent increase is due to start on 4 April 2026, your landlord must give you notice by 4 February 2026. The most recent RPI figure available before that date was the December 2025 RPI, published on 30 January 2026.

That figure showed a 2.8% increase compared with the previous December, so the maximum rent increase allowed would be 2.8%.

If I cannot afford the rent increase in one go, can I ask for several increments or two smaller rent increases in one year?

Yes, you can do this under the new Law, and if you need to do this, it is recommended that you discuss with your landlord.

Spreading the rent increase out in stages is permitted if the total amount does not exceed the lawful annual increase of the statutory limit. You and your landlord would need to agree how to spread out a single increase in stages.

What if I cannot afford the rent increase at all?

If the rent increase was lawful and in line with the rent increase measures set out in the tenancy agreement, failure to meet the increase means you would be in breach of contract.

It is recommended that you speak to your landlord, explaining your circumstances and seeking to resolve this in a more manageable way. You may be able to take a staged approach as outlined above.

Ultimately, if you felt that a rent increase was unaffordable and your landlord was not willing or able to be flexible, you can give 1 month's notice during a periodic tenancy without needing to provide a reason. If you are in an initial fixed-term tenancy, you can also give 1 month's notice, subject to meeting any 'break clause' conditions that you should have previously agreed with your landlord and which are reflected in your tenancy agreement.

If the rent increase is above the statutory limit (RPI), or your landlord increases the rent more than once per year, or without at least 2 months' written notice, you can apply to the Rent Tribunal to contest the rent increase within 2 months and 2 weeks (10 weeks) of the rent increase notification. This application period can be extended at the Rent Tribunal's discretion in exceptional circumstances. This would not be possible if your landlord was exempt because they are a certain landlord-employer or social housing landlord (see Rent Tribunal section for more information).

From 15 April 2025, check Tribunals - Courts.je for information on how to apply to the Rent Tribunal.

I am a tenant-employee. What happens when my rent is collected through deduction from my wages?

If your landlord-employer deducts rent through Jersey minimum-wage offsets, your tenancy is exempt from the rent-stabilisation provisions. Your landlord-employer should communicate this clearly with you. Ask them if you are not sure if this applies to you.

I am a social housing tenant. What will the rent increase changes mean for me?

If your social housing provider has alternative rent increase arrangements approved in writing by the Minister for Housing, your tenancy will be exempt from restrictions on the minimum period before, and the amount of a rent increase. These alternative arrangements will apply instead.

If no such arrangement exists, then the normal rent stabilisation provisions apply.

Your social housing provider should communicate this clearly with you. Ask them if you are not sure if this applies to you.

7.4 Rent Tribunal

The amended Law introduces an independent Rent Tribunal, which can decide whether a rent increase within a tenancy is lawful.

The Rent Tribunal can only deal with rent stabilisation matters set out in the amended Law, and this will generally be around issues of disputed rent increases.

The Rent Tribunal has no role in any other residential tenancy issues, such as contractual disputes, notices and evictions, or complaints about fees, and the Tribunal does not make consideration on rents set between tenancies.

What happens if I do not agree with an above-statutory limit rent increase?

You can appeal to the Rent Tribunal. From 15 April 2025, check Tribunals - Courts.je for information on how to make an application to the Rent Tribunal.

Once your landlord gives you written notice of a rent increase, and you do not think that this is justified, you have 2 months and 2 weeks to apply to the Rent Tribunal. The Tribunal may extend the 2 months and 2 weeks only in exceptional circumstances (subject to the approval of the Tribunal chair).

Can I go to the Rent Tribunal for rent increases that happened before the amended Law commenced?

No. The amended Law does not apply retrospectively, and the Rent Tribunal cannot look at rent increases made before commencement.

After commencement, the Tribunal's rent-stabilisation powers apply to:

- pre-existing periodic tenancies, and
- any new tenancy agreements entered into after commencement of the new Law (whether fixed-term or periodic).

In these situations, you may apply to the Rent Tribunal to challenge rent increases that occur after commencement, but you must do so within 2 months and 2 weeks (10 weeks) from the date the rent-increase notice was given.

For clarity, you cannot challenge rent increases made before commencement of the new Law, but you can challenge eligible rent increases made after the new Law comes into force, within the 10-week deadline.

What can I apply to the Rent Tribunal for?

You can apply to the Rent Tribunal if you believe a proposed rent increase does not comply with the Law.

This could include the following scenarios:

- The rent increase notification was given improperly
- The rent increase notification does not give 2 months' notice before the rent increase starts
- The rent increase notification sets a date that the rent increase will start by which is less than a year since the last rent increase
- The rent increase notification sets a rent increase amount above the statutory limit (RPI) without giving a lawful reason. These lawful reasons would be either that the rent has fallen behind market value, or the residential unit has been improved to your benefit; or
- The rent increase notification sets a rent increase amount above the statutory limit (RPI) and gives a lawful reason, again, either that the rent has fallen behind market value, or the residential unit has been improved to your benefit, but you disagree with the reason or the amount
- The rent increase notification, or the application of a rent increase, is on the basis that the rent increase is exempt from rent increase provisions, but an exemption does not apply.

I am a social housing tenant. Can I apply to the Rent Tribunal?

If your social housing provider has alternative rent stabilisation measures agreed with the Minister for Housing, and is applying rent increases consistent with that agreement, then you cannot apply to the Tribunal. This is because your social housing provider is exempt from the rent stabilisation provisions of the Law, as a result of an alternative approach agreed by the Minister.

If no such agreements are in place, then you can apply to the Rent Tribunal to dispute a rent increase. In the first instance, you should check the rent stabilisation terms with your social housing provider.

It is important to remember that social housing providers are also already subject to the social rents policy, which limits the rent they can charge you to 80% of its market value. If you have concerns about how your social housing provider has set your rent, you can contact the Housing Advice Service at housingsupport@gov.je or by calling 01534 444444 (option 5).

I am a tenant-employee living in self-contained accommodation. Can I apply to the Rent Tribunal?

If your landlord deducts your rent from your salary or wages and the rent is increased according to Jersey minimum wage offsets, your landlord-employer is exempt from the rent stabilisation provisions.

However, if your rent is not deducted according to minimum wage offsets, then you can apply to the Rent Tribunal as long as your accommodation is self-contained.

If you are not sure if your landlord-employer is exempt, you should contact them to check. If you suspect that your landlord-employer is not exempt, you can apply to the Rent Tribunal.

Will it cost money to make an application to the Rent Tribunal?

No. The Rent Tribunal is a free service.

If I apply to the Rent Tribunal, what happens to my rent payments whilst the Tribunal decides?

While an appeal is ongoing:

- If the increase is above the statutory limit RPI, you will pay up to the statutory limit RPI
- If you are appealing for any other reason, you will continue paying the current rent until the Tribunal decides.

If the Tribunal approves the rent increase, you will need to pay any rent arrears that may have accrued. If the Tribunal upholds your appeal, your landlord will need to refund any amount overpaid.

Can the Rent Tribunal set the amount of the rent increase?

The Tribunal has limited authority to set the amount of a rent increase.

The Tribunal cannot:

- Order a rent increase to be higher than that which your landlord proposed, or
- Order an increase below the statutory limit RPI if such an increase would otherwise be lawful.

The Tribunal can:

- Set an increase between statutory RPI and the amount your landlord proposed if the above-statutory limit increase is partly justified, and
- Decide the increase is 0% until the rent can lawfully be increased by the statutory limit RPI, so ensuring that the appropriate time between rent increases and notice period is realised.

What can the Rent Tribunal order after it has decided?

If the Rent Tribunal finds in favour of your landlord, it can order you to pay the landlord any extra amount owed that you would have needed to pay from when the rent increase started.

If the Rent Tribunal finds in your favour, it can order your landlord to reimburse you any rent overpaid.

What if I disagree with the Rent Tribunal's decision?

If you disagree with the Tribunal's decision, you can appeal to the Royal Court on a *point of law only*, and not simply because you disagree with the findings.

You will need to apply to the Rent Tribunal for leave to appeal within 28 days of its decision, and you may request a 'stay of the decision' while the appeal is determined.

If the Tribunal does not grant leave, leave could be granted by the Royal Court if applied for within a period required by its rules of court. There is more information at www.courts.je.

Who sits on the Rent Tribunal?

The Tribunal must have at least 3 members:

- A legally qualified Chair
- A legally qualified Deputy Chair
- At least one other Member

All members must have appropriate experience in housing and tenancy matters, be ordinarily resident in Jersey, and cannot be Jersey politicians or government officials either currently or have held these roles in the last 2 years.

For the Tribunal to sit, the Chair and at least 2 other members must be present.

Are Rent Tribunal members paid?

Yes. Tribunal members are paid in line with Judicial Greffe practices.

How are members appointed?

Members are nominated by the Minister for Housing, after consulting the Jersey Appointments Commission, and appointed by the States Assembly.

What happens if Rent Tribunal members disagree on a decision?

If there is not a majority decision, then the Chair has the casting vote.

Are hearings held in public?

Yes, unless the Tribunal decides there is good reason for a private hearing.

7.5 Contractual obligations on you and your landlord

The amended Law provides clearer rules about what must be included in a tenancy agreement, what fees and charges can arise, and what both landlords and tenants are responsible for. These requirements are designed to improve transparency and help avoid disputes.

Are there any caps on fees and charges relating to my tenancy under the amended Law?

No; there are no caps on fees or charges.

However, fees or charges that relate to your tenancy should be set out in the agreement, so you are aware of them before signing a tenancy agreement.

Can I still be charged letting agents' fees?

Yes. The amended Law does not regulate letting-agent fees. These remain outside the scope of the tenancy-agreement requirements. Your landlord should be transparent about these costs from the outset.

What kinds of fees need to be set out in a tenancy agreement?

Some fees connected to the tenancy need to be clearly set out in the written agreement, such as:

- any financial requirements if an initial fixed-term tenancy is ended early;
- costs linked to the supply or maintenance of services such as electricity, water or drainage; and
- responsibilities for maintaining or repairing any landlord fixtures, fittings or equipment.

The Law does not require every possible fee to be listed. It only requires clarity in the areas the Law specifically covers – mainly utilities and services, landlord fixtures and fittings, and obligations linked to ownership documents or insurance.

However, if a landlord intends for you to be liable for other fees not prescribed by the law, they still need to be identified in your tenancy agreement, otherwise you will not be liable – either legally or contractually – to pay them.

What if I am charged a fee not set out in my tenancy agreement?

If you are asked to pay a fee that is not set out in your tenancy agreement, you are under no legal or contractual obligation to pay it.

If the Law requires that type of fee to be included in the written agreement, but it has been left out, the landlord may ask you to agree to a variation of the agreement so the omission can be corrected.

If this cannot be resolved, you may apply to the Petty Debts Court for an order varying the agreement to include the required fee particulars.

What if I fail to pay a fee that is in the tenancy agreement?

Repeated non-payment of a fee that forms part of the tenancy agreement may amount to a serious breach.

Your landlord may:

- give you written notice to pay, giving at least 7 days to put things right; and
- if unpaid, issue 1 month's notice to end the tenancy.

If eviction proceedings follow, the Court may also order you to pay any outstanding amount.

Am I entitled to a refund on fees that should not have been charged?

Yes. If a landlord receives a payment that should not have been charged, they must refund it within 10 working days of becoming aware of the mistake.

What happens if I overpay rent or accidentally send my landlord money that is not payable under the tenancy agreement?

If you pay your landlord money you should not have – including an overpayment of rent – your landlord must return it within 10 working days of realising the mistake.

If the overpayment relates to re-supplied services (such as electricity, gas, water or drainage) charged under the Residential Tenancy (Supply of Services) (Jersey) Order 2013, your landlord must refund the amount within 14 days of receiving it.

If you notice an overpayment, it's helpful to let your landlord know as soon as possible so that they are aware and the refund can be made as soon as possible. Please note these timeframes apply regardless of how the overpayment happened.

Can I ask my landlord for a receipt for a payment I've made?

If you ask for a receipt within 5 working days of making a payment that is due under the tenancy agreement (e.g., rent), your landlord must give you a receipt within 5 working days of getting your request.

Am I required to have contents insurance?

No. The Law does not require tenants to have contents insurance.

However, your tenancy agreement may still require it, and if so, failing to hold cover would be a breach of contract and could lead to action to end the tenancy.

Even if not required, contents insurance is recommended, as it can help you recover losses if your belongings are damaged.

Is my landlord required to have buildings insurance?

Yes. Landlords must insure the residential unit for any risks, loss or damage for which it is reasonable to insure.

This obligation applies regardless of what is written in the tenancy agreement.

What happens if a tenancy agreement is missing information that the amended Law requires?

Your tenancy agreement remains legally binding, even if it does not include all the information the amended Law requires.

In such cases, the Law automatically treats the agreement as including certain standard provisions such as:

- the landlord's duty to insure the property; and
- the tenant's right to request rent receipts.

If required information is missing, you may apply to the Petty Debts Court for an order requiring the agreement to be updated so that it includes all mandatory information.

Why does my tenancy agreement list rules linked to my landlord's ownership document or insurance policy?

Your tenancy agreement must include certain rules that your landlord is required to follow because of their own legal obligations – for example, rules in a head lease, flying freehold declaration, share transfer document, or buildings insurance policy.

Some of these obligations can affect how you may use the property. For instance, a head lease might restrict pets or home businesses, or an insurance policy might require the property not to be left empty for long periods. If you were to break one of these rules, it could put the landlord in breach of their obligations or affect their insurance cover.

The new Law therefore requires landlords to clearly list these obligations in the tenancy agreement, so you know exactly what applies to the property and why.

This transparency helps you:

- understand any restrictions that come with the property
- avoid accidental breaches that might lead to problems later
- make informed decisions before signing the agreement.

If you're unsure why a particular restriction is included, you can ask your landlord to explain how it relates to their ownership document or insurance requirements.

7.6 Uninhabitable premises

The new Law clarifies how a property can be declared uninhabitable and what happens afterwards.

What happens if my home is determined to be uninhabitable?

An authorised officer needs to make the decision that the property is uninhabitable. If this happens, then you will need to leave the property.

What happens next depends on why the property became uninhabitable:

- If it was not your fault, you do not have to pay rent while you cannot live in the property. However, if your landlord has agreed to provide suitable alternative temporary accommodation during the repair period you will need to continue to pay rent.
- If it was due to an intentional or reckless act of yours, you must continue to pay rent, even if you cannot live in the property.

In all cases, you should only return once the property is confirmed to be safe.

A formal decision that the property is uninhabitable also gives your landlord the right to serve 1 month's notice to end the tenancy.

7.7 When your landlord can regain possession

Under the new Law, landlords can regain possession in different ways, some requiring a reason and some not, provided they follow the legal requirements for the route they use.

When can my landlord legally regain possession of my home?

Your landlord can regain possession in certain situations set out in the Law. They must give the correct notice and, if vacant possession is not given, can apply to the Petty Debts Court for an eviction order.

Your landlord can seek possession through the following routes:

Mandatory grounds:

These are situations where, if your tenancy has ended and you have not moved out, the Court must grant possession if the landlord proves the mandatory ground applies. Mandatory grounds are where:

- Your landlord intends to sell the property or change its use
- Your landlord intends to renovate the property
- Your landlord or a family member intends to live in the property for 6 months or more
- Your landlord needs a helper or carer to live in the property for 6 months or more
- Your residential status no longer allows you to occupy the property
- Your tenancy was linked to your employment, and that employment has ended in line with employment law or your contract
- Your work permit or visa has ended. Your residential status was revoked because it was granted based on incorrect information.

Discretionary grounds:

These are situations where the Court may grant possession if lawful notice has been issued and the Court considers it reasonable to order an eviction. Discretionary grounds are where:

- Your home is under-occupied social rented housing, and the landlord has reasonably tried to help you move to a more suitable home
- You have seriously breached your tenancy agreement, and you did not put things right after receiving written notice giving you the chance to fix the issue
- The property has been declared uninhabitable by an authorised officer. Examples of authorised officers include those employed by Fire and Rescue, Environmental Health, Planning or an insurer
- Your actions have caused the landlord to breach an ownership document (such as a head lease, flying freehold declaration or share-transfer company articles), and you did not correct the issue after written notice
- Your actions have caused the landlord to breach their insurance policy, and you did not correct the issue after written notice

- You have left the property empty for at least 2 months (or another period stated in your agreement) without the landlord's approval, and the landlord reasonably believes it will remain empty
- You have used, or allowed the property to be used, for illegal purposes, or you have caused or allowed serious or repeated nuisance, or interfered with the reasonable peace, comfort or privacy of neighbours.

Other lawful routes:

Your landlord may also regain possession without giving a reason, provided they follow the legal requirements. This includes:

- The end of an initial term, if they give you at least 3 months' notice before the term ends
- 1 year's notice to end a periodic tenancy
- Ending an initial term early under a break clause, if the agreement includes one and the notice requirements are met
- Ending an initial term early by following the break-clause requirements, and giving minimum notice (3 months for landlords, 1 month for tenants)
- Ending a tenancy at any time by mutual agreement.

What happens if my landlord applies for an eviction order?

If your landlord applies to the Petty Debts Court for an eviction order, the Court will decide whether the landlord has met the legal requirements for the route they are relying on. For mandatory grounds, the Court must grant possession. For discretionary grounds, the Court will decide whether it is reasonable to do so.

In all cases, the Court can delay or 'stay' an eviction and will consider your circumstances – including the reason for notice, if relevant – when deciding whether a stay should be granted.

7.8 Transitional measures

Transitional measures are a specific set of provisions that operate differently from the rest of the Law. They exist solely to support an orderly shift from the original 2011 Law to the amended Law.

These measures take a phased approach, giving the rental market time to adjust to the new requirements.

I am a tenant in a fixed-term tenancy that started under the old 2011 Law. How does the amended Law apply to me once it has commenced?

Your fixed-term tenancy will continue to be governed by old 2011 Law (and therefore not be governed by the amended Law) until it ends, or unless it requires renewal or variation.

If your tenancy is renewed or varied, a new agreement will be required that complies with the new amended Law – and the tenancy would need to be either an initial term of up to 3 years, or a periodic tenancy.

When a new agreement is created, the rent does not have to stay the same as it was before. Your landlord can set a new rent level, in the same way they would if you were starting a completely new tenancy.

My fixed-term tenancy started before commencement of the amended Law. Does the landlord need to reset or review the rent when the amended Law comes into force?

No. If you are already in a fixed-term tenancy when the new Law comes into force, the rent you agreed for that fixed term continues exactly as it is until the end of that period.

The new Law does not require your landlord to reset, review, or adjust the rent at commencement.

If your existing tenancy agreement includes a rent-review clause, any rent change allowed under that clause can still take place as normal. Using a pre-existing rent-review clause does not count as varying the agreement for transitional purposes.

I am a tenant in a fixed-term tenancy that started under the old 2011 Law. I have agreed with my landlord to let it roll into a periodic tenancy under the amended Law. How is this treated?

If you and your landlord agree to let your fixed-term tenancy roll into a periodic tenancy after commencement of the amended Law, this periodic tenancy will be treated as a new agreement for a periodic tenancy under the amended Law. This happens regardless of whether a new periodic tenancy agreement is signed.

Any time spent under the fixed-term tenancy does not count towards the 'total duration' of the new periodic tenancy. This recognises that the periodic tenancy is a separate legal agreement, even though it follows directly from the end of the fixed-term arrangement.

What happens if my fixed-term tenancy ends after the amended Law has commenced and neither I nor my landlord take steps to end it?

The fixed-term tenancy will roll into a periodic one.

If your fixed-term tenancy ends after the new Law comes into force and neither you nor your landlord take any steps to end the tenancy, but both of you continue to act as landlord and tenant – i.e. you continue to occupy the property as a tenant and rent continues to be paid and accepted – then that arrangement will be deemed to be a new periodic tenancy governed by the amended Law.

This type of tenancy arises automatically by conduct, not by signing a new agreement. It reflects the fact that the fixed term has expired and the relationship has continued on a periodic basis. This is the way that the new Law treats all tenancy arrangements where a fixed term ends and the parties conduct themselves in a tenancy on the basis of periodic occupation.

It is recommended to formalise tenancy agreements in writing, so you and your landlord may wish to sign a new agreement that complies with the amended Law. However, once a periodic tenancy has arisen under the amended Law, a fixed-term tenancy between the same tenant and landlord cannot be made, so if you were to enter into a new agreement in writing it could only be for this periodic tenancy.

Any time spent in the original fixed-term tenancy does not count towards the length of the new periodic tenancy. The periodic tenancy is treated as a separate tenancy that begins on the day after the fixed term ends, even though it follows directly on from the previous arrangement.

My fixed-term tenancy agreement requires notice to be given to end the tenancy on its stated end date. What happens if I give that notice after the new Law comes into force, but the required notice period is longer than the time left in the fixed term?

If your tenancy agreement says that you or your landlord must give notice for the fixed-term tenancy to end on its end date (instead of automatically becoming a periodic tenancy), then the tenancy might continue past that end date if:

- The notice is given after the amended Law comes into force, and
- The required notice period is longer than the time remaining in the fixed term.

In practice, this means the fixed term ends on its stated date, but the tenancy continues until the end of the notice period, because the contractual notice requirement has not been satisfied before the fixed term expires.

For example, after commencement of the amended Law, if your fixed-term tenancy is due to end on 1 July, and your agreement requires 1 month's notice to prevent it rolling into a periodic tenancy, but you give notice on 10 June, because the required notice period runs until 10 July, the tenancy will continue until 10 July, even though the fixed term itself ends on 1 July.

I am a tenant in a periodic tenancy that began under the outgoing 2011 Law. How does the new Law apply to me when it comes into force?

Your periodic tenancy is automatically treated as a periodic tenancy under the amended Law and subject to its provisions.

The time you have already spent in the periodic tenancy would count towards the '*total duration*' of your tenancy under the amended Law.

This means that if you have lived in your home for more than 5 years, you would qualify for 6 months' notice for the following notice reasons:

- Your landlord intends to sell the residential unit or change its use
- Your landlord intends to renovate the residential unit
- Your landlord or their family intends to occupy the residential unit for 6 months or more
- Your landlord requires a helper to occupy the residential unit for 6 months or more
- You are a social housing tenant, and your home is under-occupied.

If you have lived in your home for fewer than 5 years, you would qualify for 3 months' notice for the above notice reasons. However, once the total duration reaches 5 years, you would qualify for 6 months' notice for these reasons.

As periodic tenancies under the old 2011 Law are automatically deemed to be periodic tenancies under the amended Law, when it comes into force, your tenancy would become subject to the new rent increase provisions. This means that your rent can only be increased a year after the last rent review, even if this was before the commencement of the amended Law.

How does 'total duration' work under the amended Law?

'Total duration' means the total consecutive time a tenant has lived in the same property.

It matters because it affects the minimum notice period a landlord must give for certain reasons under the amended Law:

- If total duration is under 5 years, then 3 months' notice is required
- If total duration is 5 years or more, then 6 months' notice is required.

Under the transitional measures, the total duration is treated as follows:

For pre-existing fixed term tenancies:

- Time spent in a fixed-term tenancy that began before commencement does not count towards total duration
- If that fixed term later ends and the tenancy becomes periodic after commencement (whether by agreement or because the parties simply continue and rent is accepted), this creates a new tenancy under the amended Law. The total duration 'clock' resets at zero when that new periodic tenancy begins.

For pre-existing periodic tenancies:

- Any periodic tenancy already in place when the amended Law begins immediately falls under the amended Law.
- For these tenancies, all previous consecutive time living in the property counts toward total duration – including earlier fixed terms in the same property.

How does the 2011 Law apply to new agreements once the amended Law has come into force?

Any new agreements, whether periodic or an initial fixed term of up to 3 years, are required to comply with the amended Law.

What action can I take if my agreement is not updated to a new agreement under the amended Law?

Unless your tenancy is a pre-existing fixed-term agreement, which can run its course under the pre-amended 2011 Law, you and your landlord will have the rights and responsibilities afforded to you respectively under the amended Law, regardless of whether your tenancy agreement has been physically replaced to comply with the amended Law.

It is recommended that your landlord updates your residential tenancy agreement following the commencement of the amended Law as soon as reasonably practicable.

If this is not done, you are entitled to apply to the Petty Debts Court for an order varying the agreement so that it includes the information required by Law.

Can I apply to the Rent Tribunal under my fixed-term tenancy that started before the amended Law came into force?

No, not while the fixed-term agreement is still running on its original terms. A fixed-term tenancy entered under the pre-amended 2011 Law continues under the pre-amended 2011 Law until it ends. In other words, the amended Law and its new rent stabilisation provisions will not apply to your tenancy. You may, of course, continue to have recourse under the provisions of the pre-amended 2011 Law to the Petty Debts Court for matters coming within its jurisdiction.

You are able to apply to the Tribunal, if needed, once the tenancy becomes a new tenancy under the amended Law.

When does Rent Tribunal jurisdiction apply to a fixed-term tenancy that started before the Law came into force?

Rent Tribunal jurisdiction applies only when the pre-existing fixed-term tenancy becomes a new tenancy under the amended Law. This can happen in two ways:

- A new tenancy agreement is entered into after commencement – either periodic from the start or with an initial term, or
- The fixed-term agreement ends after commencement and the parties allow the tenancy to continue, so it becomes a periodic tenancy under the amended Law – for example, the tenant stays in occupation, and the landlord continues to accept rent.

To note: a short extension of the fixed term to allow a late contractual notice period to run does not create a new tenancy, and the Rent Tribunal does not have jurisdiction during that brief extension.

Once the amended Law has commenced, what happens if my fixed-term agreement requires notice to end it, and that notice is given slightly late?

If your tenancy agreement requires one or both parties to give notice for the tenancy to end on the fixed-term end date, and that notice is given after commencement of the amended Law but before the fixed term expires, the tenancy may continue briefly beyond the original end date so that the full contractual notice period can run. This short continuation is treated as part of the same fixed-term tenancy and does not create a new tenancy.

What is the situation concerning the requirement to submit rent information?

In the future, landlords will be required to submit rent information. This will be brought forward with a separate procedural order.

Under the transitional measures, pre-commencement fixed-term agreements that remain unvaried continue to be governed by the original 2011 Law. As the original Law does not include a requirement to provide rent information, no rent information needs to be submitted for those agreements.

For pre-commencement periodic agreements, and for all new agreements entered into after commencement, the requirement to provide rent information will only begin once the separate procedural order is brought into force. This is expected to take place later in 2026. Until that order is formally enacted, landlords are not required to submit rent information.

8. Advice for tenants and landlords

The amended Law represents the biggest overhaul of residential tenancy legislation in Jersey in over a decade. It is therefore important that Islanders can receive advice and support about what the changes mean for them.

Where can I find more information on the changes introduced by the 2011 Law as Amended?

You can find an updated Model Tenancy Agreement and accompanying guidance at Tenant and landlord rights.

You can also contact the Strategic Housing and Regeneration Team at housingmatters@gov.je.