

# MODEL RESIDENTIAL TENANCY AGREEMENT

## **Disclaimer**

This Model Tenancy Agreement has been made available free of charge to anyone wishing to use it.

Whilst every care has been taken in its preparation, only a court can decide on the legal effect and contractual enforceability of its terms.

The Government of Jersey cannot therefore guarantee the legal effect of this Agreement and will not be held responsible for the consequences of the use of, or reliance upon this Agreement, including any financial loss suffered by any Landlord, Tenant, or other person.

If you are in any doubt as to the implications of using this Agreement, you should seek independent legal advice.

Explanatory note This Model Residential Tenancy Agreement (“the Agreement”) has been produced by the Government of Jersey to support landlords and tenants in creating a clear and compliant written tenancy agreement. It is designed to reflect the requirements of the *Residential Tenancy (Jersey) Law 2011* (as amended by the Residential Tenancy (Jersey) Amendment Law 2025, commencing 15 April 2026) and to promote good practice across the rental sector.

Before completing or adapting this Agreement, users should read the **Accompanying Guidance to the Model Residential Tenancy Agreement** (which you can find at [Tenant and landlord rights](#)). The Guidance explains the purpose of each clause, identifies which clauses reflect statutory requirements, and highlights areas where landlords and tenants may choose to add, amend, or remove provisions.

When completing this Agreement:

- **Delete all instructional text** in *[square brackets]* and any *red text* labelled as “**Direction:**”.
- **Insert the relevant information** where prompted.
- If you are uncertain whether a clause reflects a **mandatory legal requirement**, **recommended best practice**, or an **optional contractual term**, refer to the accompanying guidance.
- If you adapt or add clauses, ensure these changes do not conflict with the Law and any related secondary legislation.
- If in doubt, users are encouraged to seek **independent legal advice**.

“Contracting out” of the Law is prohibited. This means that the Law has effect despite anything to the contrary in any contract, agreement or other arrangement, and nothing in this Agreement shall operate to annul, vary or exclude any part of the Law. Entering into a contract, agreement, or other arrangement with the intention, either directly or indirectly, of defeating, evading, or preventing the operation of the Law is an offence and can result in a fine.

The Tenant must be provided at least one working day to review the provisions before signing.

## Part A – Definitions

This section defines certain terms that apply throughout the Agreement.

**Agreement:** This Residential Tenancy Agreement, including all its parts and any schedules, addendums, or attachments.

**Common Parts:** Areas or facilities shared with other occupants or owners, such as corridors, bin stores or communal gardens, as identified in Part B of this Agreement.

**Condition Report:** A document listing the condition of items provided with the Property at the start of the Tenancy.

**Deposit:** A sum of money (if any) paid by the Tenant to the Landlord as security for the performance of the Tenant's obligations under this Agreement.

**Inventory:** A document listing the items provided with the Property at the start of the Tenancy.

**Landlord:** The person or entity who grants the Tenancy and is identified as the Landlord in Part B of this Agreement.

**Managing Agent:** A third party (if any) appointed by the Landlord to manage the Property, as identified in Part B of this Agreement.

**Members of the Tenant's Household:** Individuals permitted to reside at the Property with the Tenant(s), including children or dependents under 18 years of age and any named adults, but who are not tenants under this Agreement.

**Ownership Document:** Any legal document or agreement relating to the ownership of the Property that imposes obligations on the Landlord.

**Property:** The residential unit let under this Agreement, including any amenities and Common Parts as described in Part B of this Agreement.

**Rent Tribunal:** A body to which the Tenant may apply to challenge the lawfulness of a rent increase.

**Tenancy:** The right to occupy the Property under this Agreement until ended in accordance with this Agreement.

**Tenancy Deposit Protection Scheme:** A government-approved scheme into which the Landlord must pay the Deposit (if any) and notify the Tenant accordingly.

**Tenant(s):** The person(s) who rent the Property from the Landlord and are identified as the Tenant(s) in Part B of this agreement.

# Part B – Terms of the Agreement

## B.1. The parties

This Agreement is made on *[dd/mm/yyyy]* between the following parties:

**“The Landlord”:**

Full name:

Address:

Email Address:

Telephone number:

Emergency / out-of-hours telephone number:

*Direction: duplicate the following section if more than one tenant.*

**“The Tenant”**

Full name:

Address:

Email Address:

Telephone number:

*Direction: delete the following section if no managing agent.*

The **“Managing Agent”** for the property is:

Business name:

Address:

Email Address:

Telephone number:

Emergency / out-of-hours telephone number:

## B.2. Other Occupants

- a. The following people are listed as being members of the Tenant’s household:

*Direction: list any household members.*

- b. The Tenant assumes responsibility for the members of the Tenant's household listed under Clause B.2.a.

### **B.3. General**

- a. This Agreement is subject to the [Residential Tenancy \(Jersey\) Law 2011 \(the "Law"\)](#). The Law has effect despite anything to the contrary in any contract, agreement or other arrangement, and nothing in this Agreement shall operate to annul, vary or exclude any part of the Law.
- b. The Landlord and the Tenant must ensure upon entering into the Agreement that the Tenant's occupation of the Property is in accordance with the [Control of Housing and Work \(Jersey\) Law 2012](#). In particular, the Parties must ensure that Article 19 is complied with, namely that the Tenant must be in possession of an appropriate registration card.
- c. The Tenant must ensure that any member of the Tenant's household or any visitor to the Property does not breach any of the Tenant's obligations.
- d. The Landlord must serve the Tenant a copy of the Agreement as made or varied as soon as reasonably practicable after the Agreement, or an agreement for its variation, is signed.
- e. The Landlord must complete a Condition Report in accordance with [Residential Tenancy \(Condition Reports\) \(Jersey\) Order 2014](#).

### **B.4. The Property**

- a. The Property let under this Agreement is:

*Direction: insert description of Property and the address of the Property – e.g., a 1 bedroom ground floor flat, at the following address: Flat 1, Building, Road, Parish, Jersey, Postcode.*

- b. The Property includes access to and use of the following amenities:

*Direction: insert description of other facilities included with the Property, e.g. car parking space, storage unit. Delete clause if no further amenities are provided.*

- c. The Tenant may also have access to and use of the following Common Parts to use in common with the owners and occupiers of other properties:

*Direction: insert description of Common Parts / land available, e.g. communal gardens, onsite gym. Delete clause if no access to common parts is provided.*

- d. The Property is let unfurnished save for the items which are listed in the Inventory linked to this Agreement.

## B.5. Type of tenancy

*Direction: Select either Option 1 or Option 2 depending on the agreed type of tenancy. Delete the option that does not apply.*

### **Option 1 – Periodic Tenancy**

- a. The Tenancy is a periodic tenancy.
- b. The Tenancy begins on *[dd/mm/yy]*, continuing *[from week to week/month to month]* until terminated in accordance with Part F of this Agreement.

### **Option 2 – Initial Term Tenancy**

- a. The Tenancy is an initial term tenancy.
- b. The Tenancy begins on *[dd/mm/yy]*, continuing until *[dd/mm/yy]* or earlier, if terminated in accordance with Part F of this Agreement.
- c. If neither party gives notice to end the Tenancy before the end date, it will continue as a Periodic Tenancy *[from week to week/month to month]* until terminated in accordance with Part F of this Agreement.

## B.6. Rent

- a. The rent is £*[amount in GBP]* per *[frequency of rent payable]*, payable in advance to *[name of person to whom rent must be paid]*.
- b. The first payment of rent shall be made on *[date of first rent payment]*.
- c. The rent must be paid by: *[payment method, e.g., bank transfer]*.
- d. The bank account details of the person to whom rent must be paid are:
  - i. *[Direction: insert account name]*
  - ii. *[Direction: insert account sort code]*
  - iii. *[Direction: insert account number]*
- e. If the Tenant so requests, the Landlord will provide a rent book, and a record of the Tenant's rent payments will be recorded in the rent book by the Landlord.

## B.7. Rent increases and the Rent Tribunal

- a. The Landlord may only increase the rent after a minimum of 1 year has passed since the rent was last set or last increased.
- b. The Landlord must give at least 2 months' prior written notice to the Tenant of any rent increase.
- c. The landlord may increase the rent by no more than the annual increase in RPI (as defined in Article 7A(5) of the Law), unless an **exception** (specified in Article 7D of the Law) or an **exemption** (specified in Articles 7B and 7C of the Law) applies.
- d. The Tenant may appeal the lawfulness of a rent increase at the Rent Tribunal in accordance with Article 7E of the Law.

## B.8. Deposit

- a. The Tenant *[is/is not]* required to pay a Deposit.

*Direction: delete the following clauses if the Tenant is not required to pay a Deposit.*

- b. The Deposit (if any) is £*[amount in GBP]*.
- c. The Tenant must pay the Deposit to the Landlord or Managing Agent when this Agreement is signed.
- d. The Landlord must provide the Tenant with a receipt for the Deposit paid by the Tenant as soon as possible after it is paid.
- e. The Landlord must pay the Deposit into the Government-approved Tenancy Deposit Protection Scheme within 30 days after receiving the deposit and must notify the Tenant in writing of the Deposit having been protected by this scheme as soon as reasonably practicable.
- f. The Deposit must be repaid to the Tenant when the Tenancy is terminated. The repayment must be through the approved Tenancy Deposit Protection Scheme, which will return the funds by bank transfer to the Tenant once both parties have completed the scheme's repayment process.
- g. The Deposit may be subject to deductions of amounts claimed by the landlord and deductions of fees in accordance with Regulation 16 and 32 of the [Residential Tenancy \(Deposit Scheme\) \(Jersey\) Regulations 2014](#).

## B.9. Service charges

- a. The Landlord/Tenant must arrange and pay for the supply of the following services:

*Direction: list relevant services Landlord/Tenant must pay for [e.g., electricity, gas, water].*

- b. The Landlord/Tenant must arrange and pay for the maintenance and repair of the following equipment (related to the service):

*Direction: list relevant equipment Landlord/Tenant must arrange/pay for the maintenance and repair of [e.g. the boiler].*

- c. If the Landlord is responsible for arranging, paying for and charging the Tenant for a service (e.g., where electric/gas/water is included in the rent), this practice must be conducted in accordance with the [Residential Tenancy \(Supply of Services\) \(Jersey\) Order 2013](#).

# Part C – The Tenant's Obligations

## C.1. Payments

- a. The Tenant agrees to pay the rent in full on the days and in the manner provided by this Agreement.

- b. If any rent is more than 14 days overdue, the Tenant is liable to pay interest of 3% above the Bank of England's base rate. The interest will be payable from the date that the rent was due to the date it is paid by the Tenant, calculated and accrued on a day-to-day basis.
- c. The Tenant is not required to pay any premium, or key money, in respect of the Property.
- d. The Tenant agrees to arrange and pay for any service charges and maintenance and repair of the related equipment set out under Clause B.9 of this Agreement.
- e. In accordance with the relevant provisions in the [Rates \(Jersey\) Law 2005](#), the Tenant agrees to pay (or reimburse the Landlord for) the parochial occupier's rates for the Property that relate to the period of the Tenancy.

## **C.2. Use of property and prohibited conduct**

- a. The Tenant must occupy the property as their only or principal place of residence.
- b. The Tenant must not leave the Property empty for *[2 months or another specified period as per insurance requirements]* unless the Landlord has given written approval for the Property to remain empty.
- c. The Tenant must not sublet the Property or assign the Tenancy without the Landlord's prior written permission.
- d. The Tenant must not take in lodgers, boarders, or other paying guests without the prior written permission of the Landlord.
- e. The Tenant must use the Property for residential purposes only, unless the Landlord agrees in writing for the Tenant to use the Property for other purposes.
- f. The Tenant must not use, or cause or permit the use of, the Property for illegal purposes.
- g. The Tenant must not cause or permit a repeated or serious nuisance in the Property or interference with the reasonable peace, comfort or privacy of a neighbour of the Property.
- h. The Tenant must not cause or permit any activity which is prejudicial to the health and safety of the Property or any adjoining or neighbouring properties.
- i. The Tenant must not behave in such a way as to cause the Landlord to breach an ownership document in relation to the Property. Relevant breaches of any ownership document are set out as follows:

*Direction: list any relevant breaches as per the ownership document.*

- j. The Tenant must not behave in such a way as to cause the Landlord to breach their insurance policy for the Property. Relevant breaches of an insurance policy are set out as follows:

*Direction: list any relevant breaches as per the insurance policy.*

- k. The Tenant is responsible for arranging insurance of the Tenant's own contents and possessions. Failure to do so may leave the Tenant at risk of bearing the full cost of loss or damage to personal belongings.
- l. The Tenant must not smoke or allow guests or other third parties to smoke in the Property. If any damages are incurred because of smoking in the Property, the Tenant

- must (at their own expense) clean, repair and redecorate the Property and/or relevant fixtures/furnishings to a good condition if the Landlord requests them to do so.
- m. The Tenant must not fix anything to the exterior or interior of the Property without the written permission of the Landlord (who must not unreasonably withhold or delay this permission).
  - n. The Tenant must not bring any bottled gas or liquid-fired portable heaters onto the Property without the written permission of the Landlord (who must not unreasonably withhold or delay this permission).
  - o. The Tenant must not store any fireworks or other explosive devices in the Property or on the surrounding premises.
  - p. The Tenant must not leave any waste or furniture in any common parts or leave any disused or derelict vehicle on or near the Property.

### **C.3. Care and maintenance of the Property**

- a. Unless it is the responsibility of the Landlord, the Tenant must take reasonable steps to keep the Property, everything listed in the Inventory, and any common parts in good and clean condition, keeping it well-aired and warm, including but not limited to the following:
  - i. Replacing all broken glass in doors and windows and to keep all windows and doors (locks included) in good working order and properly cleaned, taking responsibility for the costs incurred if the Tenant, occupant or invitee of the Tenant causes the damage.
  - ii. Taking reasonable steps to keep the Property adequately ventilated and heated so as to prevent damage from condensation.
  - iii. Preventing frost damage occurring to any pipes or other installations in the property, provided these were adequately insulated at the start of the Tenancy.
  - iv. Keeping the interior of the Property and all items listed in the Inventory in good and clean condition, save for reasonable wear and tear expected during the Tenancy, and repairing or replacing anything that is damaged by the Tenant, occupant or guest of the Tenant.
  - v. Keeping the exterior areas of the Property neat, tidy, and properly maintained and free from obstruction.
  - vi. Not removing, cutting, or otherwise damaging any tree or plant that may grow at the Property without the prior written permission of the Landlord (who must not unreasonably withhold or delay this permission).
  - vii. Disposing of all waste in an appropriate manner and at an appropriate time.
  - viii. Keeping all drains, gutters, and waste pipes free from obstruction and in good working order and taking responsibility for any costs incurred from not doing so.
  - ix. Keeping all sinks, washbasins, showers, baths, lavatories, other sanitary fittings in good working order, and taking responsibility for any costs incurred from not doing so.
  - x. Keeping all electrical appliances and systems in the Property in good working order and replace them if damaged.
  - xi. Taking responsibility for testing any smoke and carbon monoxide detectors on the Property and replacing the batteries as necessary.

- b. The Tenant may detach and remove anything that the tenant has fixed to the residential unit, subject to the Tenant's making good any damage caused by the tenant's so doing.
- c. The Tenant must notify the Landlord as soon as reasonably possible of any repairs that are needed to the Property or items listed in the Inventory for which the Landlord is responsible.
- d. The Tenant is not required to purchase any fixtures, fittings, or movable property for the Property.

## **Part D – The Landlord's obligations**

### **D.1. Tenant has exclusive occupation of Property during Tenancy**

- a. The Landlord grants the Tenant exclusive occupation of the Property from the start of this Tenancy to its end.
- b. The Landlord must not unreasonably interfere with the Tenant's right to enjoyment of the Property, if the Tenant pays the rent and complies with their obligations under this Agreement.

### **D.2. Parish rates and service charges**

- a. The Landlord must pay the parish foncier rate.
- b. The Landlord must pay the service charges (if any) included in and payable by the Tenant as part of their rent.

### **D.3. Landlord's permission**

- a. To the extent that the Agreement (or another agreement between the Landlord and the Tenant) requires the Tenant to obtain the Landlord's consent before the Tenant does something in respect of the Property, that consent shall not be unreasonably withheld or delayed by the Landlord.

### **D.4. Repair and maintenance**

- a. Unless it is an obligation of the Tenant, the Landlord must:
  - i. Keep the structure and exterior of the Property (including drains, external pipes, gutters and external windows) in good repair.
  - ii. Keep the service installations in the Property (for the supply of water, oil, gas and electricity and for sanitation) in good repair and proper working order.
  - iii. Keep any installations in the Property for heating spaces and water (e.g., boilers, radiators) in good repair and proper working order.

- iv. Keep all items listed in the Inventory and the Condition Report related to this Agreement in good repair and proper working order.
- b. The Landlord must take reasonable care to keep any other parts of the building that the Landlord retains ownership or control over in good repair.
- c. The Landlord is not required:
  - i. To repair or replace any part of the Property or any items listed in the Inventory which require repair or replacement because of the failure of the Tenant, any member of the Tenant's household or any of the Tenant's guests to comply with the Tenant's obligations under Part C of this Agreement.
  - ii. To rebuild or reinstate the Property in the case of destruction or damage by fire, storm, flood or subsidence.
  - iii. To maintain any of the Tenant's possessions, or to keep them in good repair.

## **D.5. Insurance**

- a. The Landlord must insure the Property for any risk, loss or damage for which it can reasonably be insured (such as damage caused by fire, storm, flood, or subsidence) for the duration of the Tenancy.
- b. Unless Subclause D.4.c.ii. applies, the Landlord must make all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible.

## **D.6. Breaches of agreement**

- a. In the event that the Tenant breaches one or more provisions of this Agreement in a way that is sufficiently serious to justify the Landlord ending the Tenancy or causes the Landlord to breach their insurance policy or ownership document, the Landlord may give written notice to the Tenant asking the Tenant to correct the breach by stopping certain activity immediately, or doing something to correct the breach within 7 days (or a specified longer period) after receiving the notice.
- b. If the Tenant does not correct the breach as requested by the notice, the Landlord may issue 1 month's written notice to the Tenant to end the Tenancy, specifying the reason for this.
- c. For the avoidance of doubt, Clause D.6. applies to both initial term and periodic tenancies.

## **D.7. Repayments and receipts**

- a. If the Tenant pays the Landlord (or the managing agent acting on their behalf) any rent or other amount that is not payable under this Agreement, the Landlord must repay the amount within 10 working days once they become aware that the amount was not payable.
  - a. Clause D.7.a. does not apply to an overpayment under Article 3 of the [Residential Tenancy \(Supply of Services\) \(Jersey\) Order 2013](#).
- b. If the Tenant requests a receipt within 5 working days after paying any rent or other amount under this Agreement, the Landlord must give them a written receipt within 5 working days after receiving the request.

## Part E – Other terms

### E.1. Uninhabitable premises

- a. An “authorised person”, as defined in Article 9(1) of the Law and Part A of this Agreement, may decide that something has caused the Property to become uninhabitable.
- b. If the Property is determined to be uninhabitable, the Tenant is not liable to pay any rent or other amount that is otherwise payable under this Agreement for the affected period unless the cause is the intentional or reckless conduct of the Tenant, or the Landlord and Tenant have agreed that the Landlord will provide the Tenant with other appropriate accommodation until the “affected period” (as defined in Article 9(6) of the Law) ends.
- c. If the cause is the intentional or reckless conduct of the Tenant and the Tenant has paid any rent or other amount that was payable under this Agreement for any part of the affected period, the Landlord does not need to repay that amount unless the Petty Debts Court requires it of them (e.g., if the Petty Debts Court finds that the amount exceeds the cost of the damage caused by the Tenant).

### E.2. Additional terms agreed between the parties

*Direction: this Clause can also be attached as an addendum to the tenancy agreement if the subclauses are likely to change.*

The parties to this Agreement have agreed to the following additional terms:

- a. The Tenant may request to keep a pet(s) in the property. The Landlord may agree, subject to conditions, or refuse. [Pets in Rental Properties Guidance](#) issued by the Government of Jersey offers a useful point of reference.
  - i. The Tenant is permitted to keep a pet, subject to the following conditions:

*Direction: specify conditions, if any, or delete subclause E.2.a.i. as appropriate.*

- ii. The keeping of a pet is not allowed, for the following reasons:

*Direction: Specify reasons, if any, or delete subclause E.2.a.ii. as appropriate.*

## Part F – Ending a Tenancy

### F.1. General

- a. The Landlord or Tenant may end a Tenancy only in accordance with a provision in Articles 6C to 6F of the Law.
- b. If more than one provision applies, they may choose which provision to use.

- c. If one party gives notice, the other party may end the Tenancy earlier than that notice if allowed to by another provision.
- d. The Landlord and Tenant may mutually agree to end the Tenancy at any time, as per Article 20 of the Law.
- e. The Tenant may apply to the Petty Debts Court to end the Tenancy under Article 8 (Termination if service element fails, agreement not in writing, details missing or opportunity to read denied), or Article 10 (Breaches by landlord) of the Law.
- f. The Court has the ability to make an order for the termination of the tenancy agreement under Article 16 (Court's jurisdiction) of the Law.

## **F.2. Initial term break clause**

- a. As per Article 6D of the Law, if there is an initial term, the Tenancy may be ended early (without giving a reason) if either:
  - i. The Landlord gives the Tenant at least 3 months' written notice; or
  - ii. The Tenant gives the Landlord at least 1 month's written notice; and
  - iii. The notice-giver satisfies one or more of their respective requirements set out in the Agreement.
- b. The Landlord must:

*Direction: specify requirements the Landlord must satisfy to give notice under Article 6D.*

- c. The Tenant must:

*Direction: specify requirements the Tenant must satisfy to give notice under Article 6D.*

## **F.3. Ending Tenancy at end of initial term**

- a. In the case of an initial term, the Tenancy may be ended on *[Direction: Specify end of term date]*, if at least 3 months'/1 month's notice is given by the Landlord/Tenant (respectively) before the end date.
- b. If notice is not given to end the Tenancy at least 3 months'/1 month before the end of the term, but is given before the end of the term, the term will extend until the minimum amount of notice is served, in accordance with Article 6C of the Law.

## **F.4. Ending Tenancy without giving a reason during periodic tenancy**

- a. The Landlord may give at least 1 year's written notice, as per Article 6E of the Law.
- b. The Tenant may give at least 1 month's written notice, as per Article 6E of the Law.

## **F.5. Landlord ending Tenancy for a specific reason**

- a. The Landlord may end the Tenancy (whether periodic or an initial term) for certain reasons during the Tenancy by giving notice of at least the specified period for the tenancy type, as set out in Article 6F of the Law.
- b. Article 6G of the Law defines those reasons and makes further provision for the giving of notice where certain reasons apply - see Article 6G(3).

## **Part G – Service of notices**

### **G.1. Giving notice to end the Tenancy**

- a. A written notice to end the Tenancy (given by the Landlord or the Tenant) must comply with the Article under which it is given, Article 6B, and Article 18A of the Law.

### **G.2. Notices – receipt date and notice period**

- a. Article 18A of the Law sets out when a written notice is treated as being received, whether sent electronically, by post, or given in person.
- b. A “notice period” starts at the end of the day on which the notice is received.

## **Part H – Signatories to the Agreement**

### **H.1. Signatures**

- a. The Landlord and Tenant sign their names below in confirmation of this Agreement, in the presence of 2 persons called as witnesses, after the Tenant has been given a minimum of one working day to consider the terms of the Agreement:

#### **The Landlord**

Full name:

Signature:

Date:

#### **The Landlord’s witness**

Full name:

Signature:

Date:

**The Tenant**

Full name:

Signature:

Date:

**The Tenant's witness**

Full name:

Signature:

Date: