

Changes to the rights and responsibilities of landlords and tenants in Jersey

Letting out property in Jersey was once a strictly private affair between a landlord and a tenant but, for some tenants, this came at the risk of uncertainty, an uneven playing field and at worst exploitation. It is now more than five years since the first in a series of laws and regulations came into force in Jersey, beginning a more regulated regime. Managing associate Katharine Marshall explains.

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Minimum standards for rental accommodation

1st December 2018 saw the introduction of legal minimum standards for Jersey rental accommodation. The Public Health and Safety (Rented Dwellings – Minimum Standards and Prescribed Hazards) (Jersey) Order 2018 specifies certain minimum requirements to ensure properties do not pose a risk to the health and safety of tenants. Under the Order, landlords must:

install and keep in good working order, smoke alarm on each storey of rented accommodation (whether or not that storey has a habitable room)

install and keep in good working order, a carbon monoxide alarm in any habitable room of a rented dwelling with an oil, gas, wood, coal or similar burner/heater

have an annual "Gas Safe" inspection of any rented dwelling with a gas supply and provide a copy to the tenant and retain the inspection record for, generally, at least 2 years

commission a professional electrical inspection before any new/renewed tenancy or within 5 years of the last inspection and again provide a copy to the tenant and retain the inspection record for, generally, at least 5 years

The Order lists various matters deemed to be hazards to the health and/or safety of tenants. Environmental Health officers are given the power to enter rented premises to assess hazards and take immediate action if a tenant is deemed to be at reasonably foreseeable risk of harm.

Rent Safe Scheme

Rent Safe is a voluntary accreditation scheme for landlords where an environmental health officer inspects a rented property and, if it passes, issues an accreditation for the property with a 3, 4 or 5 star rating. This can provide useful reassurance for a tenant that their proposed landlord takes tenant welfare seriously and is likely to act to resolve any issue quickly to ensure standards are maintained. Tenants can search for accredited landlords [here](#)

What's in a lease?

The Residential Tenancy (Jersey) Law 2011 came into effect in May 2013 and applies to all new leases of self-contained dwellings of a term of nine years or less, or those leases varied or renewed after that date.

The legal distinction between a tenant and a licensee or lodger is maintained, so licences are not affected. However it remains important to remember that the Court will look to the substance of an agreement, rather than its label, when determining whether any particular agreement is a lease or a licence.

Under the law, all leases must be in writing and signed by or on behalf of the parties, and include:

The start and end date(s) (if any)

A description of the leased premises

The name and address of the landlord or managing agent

The rent and frequency of payment and payee details and any rent review provisions

Inventory of the landlord's contents.

A tenant must be given at least one working day to review the lease before signing and be given a copy of the lease as soon as possible after signature.

A tenant must also be allowed to remove anything they've attached to the property so long as they repair any damage caused and the lease cannot force a tenant to buy any of the landlord's contents nor make any premium or key money payment.

A landlord cannot unreasonably delay or withhold consent to anything which requires prior approval such as keeping a pet.

If a fixed term has ended but the tenant stays in the property, there are now fixed notice periods to end the lease - at least 3 months' written notice by a Landlord or at least one month from a tenant. If both parties agree to end the tenancy there is no need to serve notice, but the decision is probably best covered in writing.

These provisions will be deemed to be part of the lease even if not included (anything inconsistent with the 2011 Law will be void) and it is an offence to attempt to defeat, evade or prevent the operation of the Law, punishable by a fine of up to £2000.

Condition reports

Condition reports were introduced by the Residential Tenancy (Condition Reports) (Jersey) Order 2014 to try to reduce disputes at the end of leases.

A condition report records the physical condition and state of repair of a property when a tenant moves in. Within seven days of a tenant agreeing to live in the property, a Landlord must provide two copies to the tenant to sign or change it (failure to do so risks a fine of up to £2000).

Disputes may need to be referred to arbitration or even Court.

Rent deposit scheme

From 2 November 2015, any landlord taking a deposit for a new lease must put the money into the States appointed scheme with Mydeposits.je within 30 days of the date of the lease or risk a fine of up to £2000.

At the end of the tenancy, if the parties agree the amount of deposit to be repaid, the scheme administrator will be notified and must release the amount within 5 days (subject to deduction of a small administration cost). Disputes will be referred to a new alternative dispute resolution (ADR) service funded by the scheme, or ultimately to Court.

And don't forget...

All landlords must also:

- check all tenants have an in-date registration card showing the relevant housing status and photo ID and take copies of these
- complete a change of address notification within three months of your new tenant moving in, giving details of everyone who has moved into your property (even if it is not a self-contained unit). Both the landlord and tenant must sign the form which must then be sent to the Population Office

A change for the better?

For the estimated one third of all Islanders who live in rented accommodation and their landlords, these changes have brought clarity, certainty and, in a few cases, much needed protection.

For further information or advice please do not hesitate to contact Katharine Marshall at Ogier on +44 1534 514304. Alternatively, visit us online at www.ogierproperty.com

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