

# The Residential Tenancy (Jersey) Law

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The Residential Tenancy Law 2011 (the **RTL**) came into force on 1 May 2013. It extends to unqualified as well as qualified tenants and is supplemented by a Tenants Deposit Scheme, which protects the deposits paid by tenants.

The main aim of the RTL is to develop fair, transparent and well-regulated tenancy agreements, by setting out basic requirements with which all leases and sub-leases to which the RTL applies must comply.

## What does the RTL apply to?

The RTL applies to leases and sub-leases of 'residential units', for value (e.g. for rent) and for a term of nine years or less (or for no agreed length).

To be a 'residential unit' the property must be a self-contained private home containing:

- a shower or bath (or equally convenient alternative)
- a washbasin
- a kitchen
- a sleeping space
- a lavatory

This would include a bedsit or studio but not hotel accommodation, holiday lets, hospitals, shelters, nursing homes, colleges and private members clubs (unless used only to house staff).

The RTL does not apply to agreements by boarders, lodgers, licensees or holiday lets for less than three months.

Sometimes agreements can look like a lease but not be one (and vice versa), so it is important to take advice so you know whether the RTL will apply to your agreement or not.

## Basic requirements of residential tenancy agreements

The RTL requires residential tenancy agreements to:

- be in writing
- be signed by or on behalf of the owner and the tenant
- contain the following details:
  - a proper description of the unit that makes it identifiable
  - the date when the lease will start
  - the date when the lease will end, or any circumstances that will bring it to an end
  - the name of the landlord
  - the name and business address of the managing agent or if there is no managing agent, the business address of the landlord
  - the rent and how often it is paid

- the name of the person receiving the rent
- details of any deposit or guarantee and how and when it is to be re-paid
- the dates when the rent will be reviewed and how the new rent will be decided (if any)
- a list of the landlord's contents
- contain the following terms:
  - that the tenant can take out anything he or she has put in or fixed to the unit, but must make good any damage this causes
  - where the landlord's consent is needed under the agreement, that the landlord must not unreasonably delay or refuse his or her consent
  - that the tenant does not have to buy anything for the property; and
  - that the tenant does not have to pay any premium, or key money.

If these terms are not in the lease, the RTL implies them into it anyway. There is no way of excluding these terms, even if the parties agree to do so.

A condition report must be prepared before the commencement of the residential tenancy.

### **Ending a rolling lease**

The RTL introduces notice periods for both landlords and tenants bringing leases with no fixed end date to an end.

Any notice to quit by the landlord must be:

- in writing
- signed by or on behalf of the landlord
- in a form that may be published by the Minister of Housing (the Minister) in the future (see below for more details)
- delivered to the tenant
- at least three months before the lease will be terminated.

Any notice to quit by the tenant must be:

- a notice by the tenant
- making it clear that the tenant is terminating the tenancy
- in writing
- signed by or on behalf of the tenant
- delivered to the landlord (not the landlord's agent)
- at least one month before the lease will be terminated.

The main difference is the shorter notice period to be given by tenants than by landlords.

It is important to note that the RTL does not stop the landlord and tenant terminating the tenancy another way (e.g. on shorter notice), as long as they both agree.

### **Landlord's obligations**

#### **Habitable premises**

If the property becomes unfit to live in through no fault of the tenant, then the tenant is not required to pay rent during this time. In such circumstances the Petty Debts Court (the Court) can bring the lease to an end or change the terms of the lease if either the tenant or the landlord asks it to.

#### **Peaceful enjoyment**

It is an offence, punishable by fine, for the landlord (without lawful reason) to prevent the tenant from occupying the property or any part of it, or to interfere with the tenant's enjoyment of the property as the lease allows.

## Documents to be given to the tenant

The RTL requires landlords to give tenants a minimum of one working day to read the tenancy agreement before signing it. Then the landlord must give the tenant a copy of the tenancy agreement as soon as possible, and must give the tenant a receipt for the deposit (if any) as soon as possible after it has been paid. If the landlord fails to do this, he or she may be fined. The landlord must also provide the tenant with a condition report which needs to be agreed between the parties.

## Eviction

A landlord may apply to the Court for an eviction order if:

- the tenancy has terminated and the tenant has failed to give the property back empty; or
- the tenant has breached one or more of the terms of the agreement; and
- the landlord has given the tenant a notice asking him or her to stop the breach or to take reasonable steps to do so within seven days of the notice, and the tenant has not complied.

It is important to remember that the steps set out above must be followed and that the breach itself is not sufficient to secure an eviction.

If the Court makes an eviction order under the RTL (which may be subject to a stay of execution for a specified period) then the Viscount will go to the premises and put the landlord in possession of the unit. The Court may also order that the Viscount may remove any of the tenant's possessions that remain in the property (using force if necessary). Then the items of realisable value will be sold and the rest disposed of unless the tenant has claimed them within 15 days of their removal. The Viscount may then retain the amount of his reasonable fees from the proceeds (unless his fees are to be met by the landlord under the terms of the lease) and pay the balance to the evicted tenant. If, after taking reasonable steps to pay the balance to the evicted tenant, the Viscount is unable to do so, the balance will be paid to the consolidated fund.

## Contracting out prohibited

It is not possible to agree that any part or the whole of the RTL will not apply to a lease, nor is it permissible to enter into any contract, agreement or arrangement which is intended to avoid the RTL.

Any attempt to do this, it will be an offence punishable by fine.

## Future laws and regulations

The RTL allows the Minister to pass Orders in the future in relation to the content and use of standard forms under the RTL, such as a standard tenancy agreement, standard forms of notices, schedules of condition (now introduced), a scheme for the safekeeping of deposits (now introduced) and additional documentation to be provided by the landlord to the tenant.

The Minister is also empowered to make Orders about the tenant's right to remove contents at the end of the lease and to limit payments due by tenants under tenancy agreements to keep the costs down.

This is a broad outline only of the RTL and should not be considered to be legal advice. For further information or advice on any aspect of this briefing, or for property advice generally, please contact us.

## Contacts

A full list of contacts can be found [here](#).