

Residential Tenancy Law - Tenants Survey

2. About you

1. What size is the property that you currently rent?

Answer Choices			Response Percent	Response Total
1	1-bedroom	<div></div>	31.65%	69
2	2-bedroom	<div></div>	35.78%	78
3	3-bedroom	<div></div>	24.31%	53
4	Other (please specify):	<div></div>	8.26%	18
			answered	218
			skipped	4




Other (please specify): (18)

1	5-bedroom
2	4-bedroom
3	2 x double one very small single
4	3.5 bedrooms
5	4-bed
6	4 Bedrooms
7	4 bed
8	4 bed
9	1bed room and a box room just big enough for a child
10	1.5
11	Studio Flat
12	4 bedroom
13	Zero bedroom/bedsite - Andium Slums
14	I do not own the land. The rent has doubled sometimes twice a year
15	4
16	Na
17	4
18	Studio

2. What is the length of the lease on your property?

Answer Choices			Response Percent	Response Total
1	1-year	<div></div>	44.50%	97

2. What is the length of the lease on your property?

2	2-year		15.60%	34
3	3-year		12.84%	28
4	Other (please specify):		27.06%	59
			answered	218
			skipped	4




Other (please specify): (59)

1	6 months
2	5 years
3	Open ended
4	Family owned home no lease required
5	Think it just rolls on every year
6	Awaiting renewal
7	5
8	5 years
9	2 weeks notice
10	Rent has increased but new lease not provided for signature
11	Option to quit at 12 months.
12	Continual
13	5year
14	Roll over lease
15	5
16	Ongoing - no length as in Housing Trust property
17	5 year
18	Indefinite
19	Life
20	To be renewed each year
21	Out of lease
22	Rolling Lease
23	5
24	No lease
25	5
26	Rolling
27	1 year then rolling 3 months notice
28	Rolling
29	Not sure
30	No restriction



2. What is the length of the lease on your property?

31	Open ended after initial 3 year period
32	5 - year
33	Brunel Management
34	5
35	10
36	Undefined
37	HOMES TRUST. BRUNEL
38	no length
39	Renewed yearly
40	Not sure
41	None
42	Renewed after a full year lease and is now on a rolling lease where either tenant or landlord can give 3 months notice
43	Trust - no end date.
44	5
45	5 Years
46	Social Housing via Trust
47	5 years
48	1 year then periodic
49	5 years
50	Open ended
51	Rolling
52	ongoing
53	Open
54	1 year with ability to review
55	Been in over a year so now it's a bit ambiguous, both landlord and I can give 3 months notice to vacate
56	Na
57	Andium tenant
58	Andium Homes tenancy
59	5 years



3. Did you have a say over the length of your lease?

Answer Choices			Response Percent	Response Total
1	Yes		39.35%	85
2	No		50.46%	109
3	Not sure		10.19%	22
			answered	216
			skipped	6



4. Do you know what your notice period is if you choose to leave?

Answer Choices			Response Percent	Response Total
1	Yes		80.56%	174
2	No		19.44%	42
			answered	216
			skipped	6

5. Do you know what your notice period is if your landlord wishes you to leave?

Answer Choices			Response Percent	Response Total
1	Yes		70.64%	154
2	No		29.36%	64
			answered	218
			skipped	4

6. In your view, do your current lease arrangements provide you (and your family, if applicable) with sufficient security?

Answer Choices			Response Percent	Response Total
1	Yes		57.21%	123
2	No		42.79%	92
			answered	215
			skipped	7

Any additional comment: (79)

6. In your view, do your current lease arrangements provide you (and your family, if applicable) with sufficient security?

- 1 Having had a significant change in circumstances where my partner has lost the ability to work [REDACTED] we are now tied into a contract that we are struggling to pay.
- 2 they do currently but i've had experience where we were asked to leave after we'd just completely redecorated a flat and after 7 years were suddenly given notice
- 3 The power in Jersey is disproportionately with landlords (in comparison with the UK). We have already had to move twice in our first year here due to landlords asking for huge (20%+) rent rises. We then had difficulties getting our bonds back, even though there were no deductions, and this made it harder for us to find a new deposit for our next place.
There are good landlords here, but you need to legislate in favour of tenants to keep the bad and indifferent ones in order.
And I speak as a landlord for a property in the UK.
- 4 We live in a property with black mould and [REDACTED] not being proactive on trying to rectify this which is concerning for me and my family
- 5 Finding appropriate alternative properties can be difficult for families and renters with pets. This means you are limited in choice and with short notice periods have to accept a property that is somewhat practical rather than a home you love.
- 6 They can put the rent up at the end of the lease, despite there being no mortgage and no maintenance services done to the apartment. When the lease is up for renewal, we dread them putting the rent up for no other reason than pure greed.
- 7 I am extremely lucky that I was offered a tenancy agreement that provides for notice periods that go above and beyond the minimums set out in the current Residential Tenancy Law. But that is just because my landlord wanted to offer it. If he had just stuck to the RTL standards, I would not feel as though I had sufficient security.
- 8 Yes, but it would nice to have more security.
- 9 My partner owns property if anything was to happen to [REDACTED] I would most likely have to leave.
- 10 As a tenant in the current market it feels very worrying.
- 11 There is no break clause therefore if I wish to leave I'm liable for the rent and need to find someone to take over the lease.
- 12 Yes, because I was only looking for a 1 year term.
- 13 I do have a very good relationship with my Landlord but have no current lease.
- 14 I'm lucky to have found a good landlord. It's still not as secure as having our own property because, under current conditions, when the lease is up, we might have to leave even if we have nowhere else suitable, depending on the landlord's wishes
- 15 My property doesn't feel like a home and I feel like I can't ask for basic repairs because my landlord can ask me to leave for no reason.
- 16 Until lease renewal ... would rather sign a longer term lease and know I don't have to move every 3 years as I have previously with landlords selling on properties at market peaks
- 17 If my landlord evicts me I have two weeks to leave (legally), find another leasehold, get removals in place, all whilst managing illness, a full time job, pets and a husband.
- 18 As no official current lease, working on details of old lease. I am aware that should the landlord wish me to leave that there could be a considerable amount of time before it went through to the courts.
- 19 Refused longer lease beyond 2 year. Agent have lawyers righting in automatic cost of living increase annually and then increase rental at end of lease if want to take new lease regardless if employers not getting cost of living increase in wages. Accept or leave.
- 20 We are too scared to complain about damp for fear of being asked to leave.

6. In your view, do your current lease arrangements provide you (and your family, if applicable) with sufficient security?

- | | |
|----|---|
| 21 | Whilst it is clearly set out in my contract re. notice period etc which gives me a certain level of security, it is almost impossible to put money away for another deposit in a 3 month notice period whilst simultaneously paying rent due to the incredibly high monthly cost. |
| 22 | No, while our current landlord has been supportive in the past, we believe the law should provide more certainty and protection for tenants. For example, having clear rules around rent increases and tenancy security would help renters feel more confident in their long-term housing situation |
| 23 | If you fall out with the Landlord or the Landlord has a sudden change of plan you are stuffed. |
| 24 | As much security as renting provides anyway. There is always a worry at the back of my head that things could change with very little notice and we could end up in a situation where we need to find somewhere new quickly and end up paying significantly more, adding to the financial strain. |
| 25 | There is nothing in my lease that covers how rental increases are calculated, when they're applied & with how much notice. Also nothing in my lease covering ending it either at term or earlier than agreed. |
| 26 | Currently I am in a very fortunate position to have a lovely landlord who is understanding and happy to discuss extending the lease once the term is up. I have not been so lucky with previous landlords. |
| 27 | No because the landlord frequently changes expectations |
| 28 | My lease is up for renewal on an annual basis. We have experienced awful [REDACTED] issues here along with many other things but nothing has been done to fix it. I'm too scared to push these points in case the landlord chooses not to renew our lease when it's up for renewal. |
| 29 | <p>We have struggled to afford our rent in the private sector. When we applied to get onto the Gateway scheme, we received this response. how can anyone give less than a week's notice??</p> <p>Thank you for your email. Please be advised as your current lease does not expire until April 2025 and you have to give 3 months' notice your application will remain cancelled.</p> <p>This is due to the fact that if you were offered a property, you would be expected to move in within 7 days and you are not in the position to do this.</p> <p>Therefore should your circumstances change in the future you will have to re-apply to the Gateway.</p> <p>[REDACTED] Housing Advisory Service</p> |
| 30 | It would be a relief for me I'm not tied in too long |
| 31 | Yes. It is not for the government to insert itself into private contracts. |
| 32 | Good landlord |
| 33 | Why do we have to leave after two years? I haven't been told to leave yet but many landlords end your tenancy without a valid reason saying they don't have to give a reason for ending a tenancy. |
| 34 | Our landlord does not maintain the structure of the property neither have they responded to requests to service the boiler and check the electrics, with which we have had problems since moving on in [REDACTED]. We do not complain as we worry we will be asked to leave. |
| 35 | The landlord can give 1 month's notice and then I must leave, hardly anytime to find a new flat |
| 36 | A landlord can give three months' notice at any time without penalty. Conversely, if a tenant gives notice before the end of the contract, they must compensate the landlord for any loss of revenue. In cases where landlords give short or unexpected notice, they |

6. In your view, do your current lease arrangements provide you (and your family, if applicable) with sufficient security?

	should compensate tenants by either sourcing alternative, comparable accommodation or covering the cost difference.
37	Our current landlord prefers long lets as do we.
38	Because we aren't intending to stay in Jersey.
39	To be honest it never will be enough if you need a forever home but can't afford to own. There should be a law that protects tenants that have been in the same rented accommodation for over 10 years.
40	1 year lease works for neither landlord nor tenant. How on earth could a tenant with a 1 year lease invest time and further money into improving his property through decoration and minor repair and upkeep. It would make no sense with the total insecurity of eviction threatened towards the end of each 1 year period, particularly when also balanced against a further annual, non-negotiable rent increase for the issue of yet another 1 year lease.
41	If I give the correct notice and leave the property I am liable for the rent until a new tenant is found or the one year lease ends. This applies in any circumstances. There should be certain conditions such as losing status or employment etc. where this cannot apply.
42	Andium are selling our estate. This puts us in a very vulnerable position financially, mentally, physically and healthwise, regardless of the help Andium will give us to move and find somewhere else.
43	It suits me fine
44	<p>Leases in Jersey are rarely safe, unless you happen to have a good landlord. It's a feudal system, really: if your landlord is a decent person, you can rent in relative comfort and peace of mind that the property will be alright, repairs will be dealt with swiftly, rent increases are fair and notice periods / treatment of deposits etc. will be fine.</p> <p>However, I also have the advantage of being a lawyer, fluent in English and in a financial position to fight back or walk away if I experience something I dislike. Many islanders are not so fortunate or equipped.</p> <p>I come originally from a place where where renting is very normal and obligations on landlords regarding rent increases, notices, repairs, evictions etc are rather strict. Housing is seen as a public good, not so much a cashcow for private landlords to milk other people for rent. When I moved to the UK / Jersey many years ago, it was a bit of a shock to the system how precarious renting is over here and how landlords can rent out nearly derelict mouldy homes with impunity and simply evict tenants if they protest. If you have a good landlord, you are lucky - but security of a home should not depend predominantly on whether your landlord is a decent person.</p>
45	<p>This is only because my landlord is reasonable, experienced and I am savvy and literate with legislation, as I am a landlord in the UK.</p> <p>Other landlords, specifically those who have inherited properties and do not have the competence or experience to let property to a professional standard, are the problem.</p>
46	Our property is managed through an estate agent, and they are EXTREMELY slow in responding to anything - including issuing new tenancy agreements each year.
47	I am with Andium
48	With the costly private rental prices it is already difficult to afford rent and in my circumstance I am paying according to property management a very reasonable rent but it is already over 50% of the take home pay. Not knowing how much my rent will increase and when is a worry as it is already hard to get by.
49	Ungrounded annual rent rises
50	<p>We have been here 7 years and have to leave next September. Our landlady luckily enough extended from this year to next</p> <p>Just as well as we haven't found anything and had been looking for the past year.</p>
51	Been in the property 5 years, and 3+ of those were without lease as the first expired and the landlord failed to issue another. The lack of security occurs when the lease expires.






6. In your view, do your current lease arrangements provide you (and your family, if applicable) with sufficient security?

- | | |
|----|--|
| 52 | No, the lease was non-negotiable. The lack of decent choice of alternative accomodation is also a worry as you fear ending up in poorer quality accomodation. Also the landlord owns several blocks of apartments, and refurbished when a tenant leaves, unfortunately those that remain do not get refurbished accomodation or get offered the opportunity to move into the refurbished unit, obviously at an increased rent. |
| 53 | A decent landlord and we reciprocate that relationship, however we are aware that his previous tenancies have not been amicable and the landlord gave a lot of notice not to renew the lease. |
| 54 | Annual rent increases of any size make me feel very uneasy, I cannot settle knowing my rent will increase every year because my wage doesn't increase every year. I already know that I will not be able to afford my rent as my tenancy comes to an end, forcing me to have to try and find somewhere more affordable and move in 2 years time. This causes me significant mental anguish on a daily basis, knowing I have to go through the stress of moving again, and knowing that I need to try and save up enough for a deposit and moving costs in a time when I don't have spare money to save because my rent, and other living costs, are so high. |
| 55 | We are locked in a lease over the lease term and if we need to leave before lease expiry due to important developments, we will be at the mercy of the landlord |
| 56 | I know my land person and she wouldn't sell the house I live in but I'd be worried if I didn't as she could sell up at any point and give me 1 month to move |
| 57 | No negotiation was entertained, lease very restrictive. At the time I was (essentially) told to take it or leave it - the effect of not doing so was rooflessness. No opportunity to read/understand lease terms beforehand - expected to sign 'blind' - was told this was 'standard'. |
| 58 | I would say generally yes, but only because the landlord gave us a 2-year lease which at least gives us 2 years guaranteed housing, though it would have been nice to negotiate different options. However, my landlord is quite reasonable in that they are happy to extend the lease on a rolling basis. |
| 59 | I would say yes if there would be sufficient notice. |
| 60 | In the last 2 months of our term the landlord is allowed to invite inside prospective tenants / purchasers into our home with only 24 hours notice. I do not enjoy the thought of needing to walk on eggshells for two months without knowing if we will be outsted or if we will be able to renew our lease. |
| 61 | But I would like a much longer lease as I am now in my second round of 3 years, something that could give me some peace of mind. As every few years I have to start the whole process with all the stress and anxiety that comes with it. |
| 62 | I have no security since the new landowner. I was told I would be here for life but as soon as [REDACTED], [REDACTED] wanted us all out so [REDACTED] could build. I have had [REDACTED] through sleepless nights, dreading losing the home I built. It is still going on [REDACTED] years later. |
| 63 | The contract says one month's notice but theoretically that could be less if he wants to sell at short notice. I have to sign a contract every year but never sure whether he will want to give me another year. |
| 64 | It's not so much the duration of the lease but the entrenched opinion (from my experience) that a landlord is doing me a favour by housing me, any issues I have are a burden and I should be grateful. This has put me in a situation where I am too fearful of asking for things that have taken a long time to fix (such as a mouldy wall) to be fixed. |
| 65 | My Landlord hasn't put the rent up during my two year lease which ends in December. |
| 66 | No information provided. |
| 67 | Undisclosed charges/ terms of ending lease early |
| 68 | The accommodation is provided by a family relative. |
| 69 | All the cards in landlord's hands as Trump would say |

6. In your view, do your current lease arrangements provide you (and your family, if applicable) with sufficient security?

70	Yes as it is a 3 year renewable lease that fits us and our landlord perfectly
71	We worry about this but we can't afford anything else
72	My landlord is a very generous and extremely reasonable when it comes to considering his tenants circumstances. He only increases the rent by £25 per year and not RPI and he pays the occupier parish rates and water charges.
73	I have a one year fixed lease at any landlord can give two months notice at any time.
74	Yes, but only because my landlord has voluntarily agreed to an excellent lease. I am extremely lucky, because it was just chance that I have a good landlord. The standards in the current law are of no use to me.
75	Rolling isn't a sure thing
76	I've actually left my property and the island this week and the entire renting a property on Jersey was really horrific. There are no real tenant rights and it was so worrying. I worked for Government and was relocated and even then I ended up with an unfavourable situation. I can only imagine what happens to others. Any issues with the flat (on day 1 of relocating to Jersey and entering my flat I was faced with an entire damp wall that I was told had been fixed and had to wait over 7 months for it to be fixed, with black mould growing exponentially all over it and the roof), I had to speak to my landlord as if he was doing me a favour in fixing issues, bite my tongue when told he would rather speak to my male partner and deal with a really unclear way of vacating my property at the end when I was faced with a cleaning bill that was not agreed and told to pay it within 2 weeks, only then would I get my deposit back.
77	Not sure
78	Not sure
79	Landlord is quite nice but very clear he is in charge

7. Where, if at all, have you seen information about the proposed changes to the Residential Tenancy Law?




Answer Choices			Response Percent	Response Total
1	I have seen information in Jersey's media		47.71%	104
2	I have seen information about it on social media		26.61%	58
3	I have been provided with information by my landlord		1.83%	4
4	I have not seen any information about the changes		19.27%	42
5	Other (please specify):		4.59%	10
			answered	218
			skipped	4
Other (please specify): (10)				
1	Sam Mézec has posted about it online			

7. Where, if at all, have you seen information about the proposed changes to the Residential Tenancy Law?

- | | |
|----|--|
| 2 | Sam Mezec's tik tok |
| 3 | People told me at the foodbank |
| 4 | Not sure what the changes are |
| 5 | JEP |
| 6 | Word of mouth, JEP, Gov.je website |
| 7 | People at the foodbank were talking about it so I asked for more details |
| 8 | FB |
| 9 | Friends told me about it and said I should fill in this form |
| 10 | Foodbank |

3. Periodic tenancy agreements (sometimes known as open-ended/continuous leases)

8. Do you feel that the change to periodic tenancy agreements would benefit you?

Answer Choices			Response Percent	Response Total
1	Yes		52.80%	113
2	No		28.97%	62
3	Don't know		18.22%	39
			answered	214
			skipped	8

2. Please provide any reason you may have for your response (123)

- | | |
|---|---|
| 1 | This would allow us to move to a property that costs less that we would be able to afford due to our change in circumstances |
| 2 | I am very happy with my landlord and my housing arrangements and do not wish for any changes - the changes are not needed |
| 3 | Who is going to police the reason given and what will the penalties be? If all they need to do is give a reason, then nothing changes. For example, if landlords can just put 'planning to sell property' in order to get tenants out and then rent it out at a higher rate to someone else what will happen? If anything does, it won't happen quickly and meanwhile a tenant is out and struggling to find somewhere else, get their bond back etc etc. |
| 4 | Currently on a periodic tenancy agreement, know what I am entitled to under the current law and will not seek any tenancy offering less. |
| 5 | Not sure if it would affect me but I think landlords needs to be held accountable for not supplying homes with the safe conditions to tenants as their negligence could cause further health issues to tenants wellbeing |
| 6 | It would facilitate an increased feeling of security and enable you (and your family) to settle into a *home* not just a temporary property. This could promote a sense of responsibility from the tenant towards the property and hopefully encourage landlords to maintain their properties well to keep good tenants with them for longer |

8. Do you feel that the change to periodic tenancy agreements would benefit you?

7	Our landlord here is OK, but it would help us if we ever moved on.
8	Even though I currently have a generous notice period, it can still be issued for no reason. The new provisions would mean notice could not be issued to me unless there was a reason. This would empower me to challenge notice being issued if ever circumstances arose where it was necessary.
9	It sounds like landlords will need to have a good reason to kick people out
10	More secure.
11	Have had fixed term lease agreements and even when the landlord is amenable to a revised termination date of the agreement, the landlord still finds a way to withhold partial or all of the deposit (as they have a say with my deposits release), which becomes a lengthy process.
12	Clear notice periods and it being written into law would be good for both landlords and tenants. All can be well informed prior into entering an agreement
13	It's a good idea for the landlord to have to give a reason for ending the tenancy. However I think landlords would just use a standard 'reason' that they can get away with, even if it's not the truth. For example, the 'reason' could be that they want to sell the property - but really they just want to change tenant.
14	I'm in a Jersey Trust not sure if it applies
15	Security of tenure
16	More security
17	The requirement for landlords to have a reason to end a tenancy would make me feel more secure. It might start to make my property feel like a home.
18	It might put landlords off renting out their property. There are some really awful tenants out there, I have been next to some of them and often you only realise after a few years, this will put landlords off. Safer to just sell than rent out
19	Giving me time would be a boon, allowing me to manage a stressful time in my life, my conditions and liase with the the relevant parties, even if it took a few days I would be doing so from a solid position and not shaky ground.
20	When renting it is externally expensive to move you want to stay for as long as you can and try and make a place feel like it's your home. In relation to the tenancies if a Landlord can increase rent there should also be decrease in line with condition of the property and the index
21	No sure of the impact.
22	Agent will write in clauses creating cost to tenant to bring any adjudication or rental price ombudsman and will not take into account additional maintenance cost or enhancement to rental property which increase value on open market eg, gardening maintenance, landscaping and just write in clauses so 'lawful' to remove you following any value enhancement made by existing tenant in creating fit for purpose family home. Was advised by citizen advice if agents lease is non negotiable on its terms, by signing it they have right to enforce any clauses they want in it with no discretion. you can be priced out a property you invested in to benefit of agent marketing to a prospective tenant who can afford enhanced property.
23	Tenants need protection because at the moment they are naked.
24	Please see answer on previous page
25	Yes, the change to periodic tenancy agreements would benefit me. Having a tenancy agreement with no fixed end date and the added security of knowing that a landlord must provide a reason for ending a tenancy would provide more stability for my family. This would offer greater peace of mind compared to the current system, where there is less clarity and no obligation for landlords to give a reason.

8. Do you feel that the change to periodic tenancy agreements would benefit you?

- | | |
|----|--|
| 26 | Every time you do something you drive up the price of rent and narrow the market |
| 27 | More security. |
| 28 | Marginal difference. |
| 29 | The landlord will make up a reason to end the tenancy. This law will make zero difference to tenants but might make landlords less helpful |
| 30 | I'm not sure I fully understand what it means. Is it similar to an open ended contract, or a rolling monthly one? I think it depends on the notice period, especially from the landlords end. There needs to be sufficient time for families to find new, appropriate and affordable accommodation in what is a difficult market. A month to find a property, raise the deposit, agree the lease and arrange a move while working full time is tough. There's a risk you end up in a place which costs more for less, adding to the already high financial burden renting puts you under. |
| 31 | Current laws have been a factor for me having to move house 6 times over the past decade. Increasing security for tenants so they may actually feel settled in their rented accommodation can only be a good thing. |
| 32 | This is consistent with my rental experience in the UK where it always felt safe |
| 33 | At the moment the landlord can do what he likes and our fear is that he will (our neighbours say he has done this before). We would move if we could but cannot afford to |
| 34 | <p>I'd feel more secure with a rolling periodic tenancy.</p> <p>My lease is currently up for annual renewal with annual increases, so I feel if I complain about issues that haven't been sorted they can choose not to renew.</p> <p>I have an annual inspection on renewal to ensure I'm keeping the property in a good state but there's no equal inspection to check the landlord is keeping up their side of the agreement.</p> <p>I also feel stuck currently as I see other properties to rent that would be cheaper, still convenient for my child's school, and hopefully have less issues -but they go to market months after or before renewal and I know I'd have to find another tenant to take over the remainder of my contract to move, which I couldn't do in good conscience due to the issues.</p> |
| 35 | It would provide us with some desperately needed security. It's a horrible way to live... knowing you can be turfed out your home with three months notice and nowhere to go. |
| 36 | <p>Firstly a longer or shorter period of notice clause should be incorporated into all leases as in many circumstances in a move situation, one views a vacant property and if they are not able to move immediately or within a month they lose that property as they cannot afford to pay two rents at the same time whilst they live out the notice period. Landlords won't wait 2 or 3 months for one to give notice and move in, they want rent now and there is many willing and able to move immediately so many miss out on a move and become stuck with a long notice period whilst all the available property they could rent is gone forcing them into substandard new accommodation and the process starts again. There MUST be a new measure in place whereby if a landlord gives the tenant 3 months' notice one day and the next day that tenant is able to find a new place which is vacant, then the tenant should be able to sever the existing lease and move, only being required to pay for the month that they move. The abundance of tenants seeking property won't leave any landlord untenanted, so it works both ways. That said, if a tenant is given notice for non payment of rent, disruptive behaviour or other then the landlord should have the right to sever the tenants lease immediately requiring them to move out within 30 days. Tenant cannot have all the rights, a landlord must remain in charge of his own property at all times without the interference of housing or other as long as the notice period has been followed. If the tenant does not move within the 30 days, the landlord should have the right to issue a removal notice within 7 days advising that the locks will be changed leaving the landlord to reclaim their property. Tenant should not have the right to cause trouble for or flout their own lease terms gaining an upper hand over a landlord. It is not the problem of the landlord if the tenant then has</p> |

8. Do you feel that the change to periodic tenancy agreements would benefit you?

	nowhere else to go as they have followed the notice period and abided by the lease terms. A tenants' current status of being able to hold a landlord to ransom through refusal to move costing them money for eviction etc, must be turned to the tenant to pay all costs. This will then ensure tenants abide by lease terms and notice periods. If a tenant is smashing up a flat and causing multiple disturbances, refusing to pay rent and won't move, it should not be the landlords responsibility to pay costs to get the tenant out - that must be put on the tenant himself who refuses.
37	Better for all tenants too many people losing homes either through short lease, not enough notice, and major rent hikes.
38	Nothing ever changes. Too many States members have a vested interest in things remaining heavily in favour of landlords.
39	As long as I have notice I don't need to know the reason the landlord wants to end the tenancy
40	I wouldn't have to keep trying myself into a lease and would have more freedom to move
41	It's been difficult in the past to leave before a contract is over without being charged the rent until the end of the lease.
42	<p>Landlord has indicated he would rather leave the place empty than have to put up with the ever increasing regulations. He has only let to me as a family friend who was in need.</p> <p>There doesn't seem to be much reciprocity in the proposed arrangements between landlord and tenant.</p> <p>Why would landlords accept the ever decreasing margins compared to having money invested?</p>
43	Landlords should be free to run their business in a way that encourages landlords to rent their properties.
44	It feels like every time for renewal is just a chance for the landlord to look to hike prices, it would be better to have long term certainty and even if an inflationary increase was built in that would be preferable. Earlier this year the landlord looked to increase rent by £100pcm on a £1250pcm rent. I have been in the property over three years and in that time there has been no interior improvements or upgrades made and when I flagged some potential interior improvements was told there was no need for replacement/improvement. I fought hard and managed to not have an increase, but it doesn't seem fair that that sort of situation can even arise.
45	<p>I have a respectful relationship with my landlord and that works both ways. They do not increase rent every year and if they do, it is well below RPI. Increasing and hardening the legislation will in my view make a tenant landlord relationship rigid and less diplomatic, resulting in full RPI increases and resorting to the legislation. The rental property was their family home rather than an investment.</p> <p>What documented evidence of all landlords does Deputy Sam Mezec have to support the rationale of imposing the proposed legislation to all landlords or is it targeted at a minority of landlords whose behaviours are disputed.</p>
46	I've had a continuous lease for the last 8 years and know that should I need to leave my property at any point in the future I only have to give my landlord a months notice. This suits me perfectly.
47	Landlords would no longer kick you out when they wish and without a reason
48	<p>I am a landlord, this will be massively damaging to the industry, resulting in less rentable property available.</p> <p>A Disaster already to much regulation in small Jersey.</p>
49	I believe I am lucky with my Landlord and have no plans to vacate the property for the foreseeable future as long as this is ok with the Landlord

8. Do you feel that the change to periodic tenancy agreements would benefit you?

50	Because I currently have a long term lease
51	It would give us greater security and avoid any upheavals and additional costs if our lease were summarily ended or not renewed
52	Periodic tenancies are better for tenants as landlords need to give 3 months notice , fixed tenancies they can give a month's notice which is too short
53	If a landlord's reason for terminating a tenancy is deemed unreasonable, the consequences for the landlord can vary depending - if a termination is found to be unjustified, the landlord might face a fine or being struck off a rental registry. But how does this directly benefit the tenant who is still required to vacate the property? It's time to consider tenant compensation. If a tenancy agreement is unreasonably terminated, tenants should be entitled to financial compensation for the inconvenience and costs associated with finding new accommodation. This compensation can help cover moving expenses, the difference in rent if the new place is more expensive, or other related costs.
54	Our current rental contract was for 2 yrs & renewed again for another 2 yrs. we have 3 month notice period (for both parties) This suits us very well.
55	It would be good to have security of a minimum period before tenancy ends to ensure new accomodation can be accessed particularly for families.
56	I sign a lease agreement with my landlord and we are both clear of our respective obligations.
57	We have been in our current rental for 9 years now under a 1 year renewing lease and the rental increase over this period has always been kept low each year. We have not had any issues with the landlord at all during our rental, they have always been on hand to fix problems and answer questions quickly. We are not sure the new proposal is of any extra benefit to us as the landlord has always kept us informed of any planned changes or upkeep of the house well in advance of work starting. They explained at the start of the lease in 2016 that they have 2 children who may want to live in the property in time and that is why they have a 1 year lease, they have always given us notice and reasons for doing anything that effects our living in the house.
58	Previously we had to sign up for 2 or 5 years which is impossible in Jersey prices if one of you struggles to get a job. -which is rife among highly qualified spouses of licensed workers. You end up packing veg in shifts despite years of admin or management experience so you can't afford the rent and need to move. We were lucky as son had advised to get an early break clause. Saved £1200 a month by moving house when market was lower. But we won't be staying in Jersey.
59	Not sure why Mr Mezec is carrying on with this, we will run out of private landlords at this rate! Not Andiums job to house everyone either, although that seems to be what he really wants once the private landlords are squeezed away.
60	Anything is better and potentially more secure than 12 months and then back to renewal in the same methodology as applied to a brand new tenancy.
61	My tenancy agreement is already periodic and has no fixed end date. I am happy with the notice period and do not expect my landlord to give me a reason for ending our contract. I have a good relationship with my landlord and trust that he will be fair.
62	It's sounds better. I like that a landlord will have to give a reason. But I don't understand how an open ended lease can be changed to a periodic one or why you would need an initial fixed term contract.
63	All my landlord and property agent cares about is that I pay the rent
64	Protection of the rights of tenants in Jersey are significantly behind compared to the UK or other developed economies. It seems like the rules in Jersey and general market practice are still stuck in 19th century. Significant reforms must be implemented swiftly and are long overdue.

8. Do you feel that the change to periodic tenancy agreements would benefit you?

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| 65 | It depends on my circumstances at that time. |
| 66 | I think it would benefit any tenant to have reasonable notice period and being given reasons for evictions / terminations. It's standard in most EU/EEA countries, even in Japan or Singapore. I'm supportive of the proposed change. |
| 67 | My landlord has a non mortgaged BTL property so their situation is different in that the changes will not affect them or I however those landlords with a BTL property which is mortgaged may struggled with the Lenders rules around rental contracts so this should be check before any law change. |
| 68 | As stated, my situation is unique in that I am comfortable with the law and my rights, and my landlord is a professional. I am also a landlord and know how to treat good quality tenants well and maintain my properties to high standards.
Other tenants, who rely on employment in Jersey to remit money abroad and are therefore anxious about exercising their rights and standing up to incompetent landlords, are not so lucky.
There is a significant sector of the landlord class in Jersey who are not able to let property and are totally out of their depth. They have no real-world nous, experience or competence and have simply inherited property. They do not know what to do with it or how to maintain it. |
| 69 | Don't think there is any need for change, don't agree that there is an issue right now. Most people have a good relationship with their landlords and I certainly do and I think it's all clear. |
| 70 | It would give me more security that my landlord would need reason to end my tenancy |
| 71 | It would make me feel more secure and feel like i have more rights as a tenant |
| 72 | I wouldn't need to chase the estate agent for new tenancy agreements each year |
| 73 | I have always been treated well by my landlord. Any problems quickly resolved. |
| 74 | i NEED MORE INFORMATION |
| 75 | Yes because at the moment i do not feel secure at all. i feel they just want the rent but not to do any repairs to the property. shocking really. |
| 76 | I consider my landlord to be a good landlord and would not like to see them stop renting the house. |
| 77 | the rent increases in social housing is far too expensive, no wonder most people are being supported by income support.
If rent was evaluated by your income it would save the taxpayers money plus not cause so much stress to those living in these properties.
Taking into consideration;- those in social housing are, and should be low earners although I'm aware of many a business person being allowed to continue living in these properties when in reality they own properties in different countries. |
| 78 | They will do what they want to do |
| 79 | Fixed term tenancies can be beneficial in providing a sense of security for a fixed period, but have significant issues:
- they are highly restrictive where circumstances change in that landlords are not always interested in breaking a lease should the need arise
- it provides a fixed point in time that forces a tenancy review where significant changes can be made that could have a large financial effect or result in moving home.
Having had an open lease for many years, the lack of an end date meant reduced interaction with the landlord in that case and a better sense of security. |
| 80 | as a working parent would give more stability in knowing that we don't have to find new place to live every time the tenancy agreement is up |
| 81 | There should be clear rent reviews policy |
| 82 | I have experienced been giving no notice as to why our agreement was ending. Which was terrible as were given the impression that we could stay for as long as we wanted. |

8. Do you feel that the change to periodic tenancy agreements would benefit you?

	Due to this we spent a lot of money on the property only to be thrown out with no reason given.
83	However 3 months is not much time to find another suitable property. Took us over a year to find somewhere last time. Most properties seen on places. je are not actually available; estate agents leave them looking available so as to look like they have a good stock and their business is good. They should be forced to remove properties as soon as they are taken.
84	I have no negative experience and new rules will discourage landlords and reduce availability as a result. That will inevitably increase prices of rented properties in a long term.
85	Like with employment - you shouldn't need to re-apply to work (live) somewhere.
86	Some tenants may prefer short terms others maybe longer term. I suspect landlords will be asking for much bigger deposits from new tenants and much more in depth background checks to offset their higher risk of possibly having to remove an unwanted tenant. How do you prove that the reason given by a landlord to give you notice is right and proper?
87	I don't believe that my landlord will wish to be restricted as to their property by the proposed legislation. After all the property was their original home rather than an investment. Why would they wish to have restrictions imposed on them, especially where they have a difficult tenant who behaves borderline within the legislation. I think landlords will sell up and the number and choice of rental properties reduce.
88	The likelihood of loosing my home with no reason given fills me with dread, this would help to prevent that.
89	Offer flexibility especially when there are important developments
90	I should be given a reason if my tenancy is going to end
91	Andium refuse perpetual leases, yet I've had them in the private sector (pre-Andium) and they were less stressful. Some proprietors seem to use renewals of periodic leases as a mechanism to pressure tenants to accept whatever terms, else leave in a couple of weeks () so, more notice to properly consider terms of renewal (e.g. 3 months) would help.
92	I have never felt secure since moving to Jersey despite being an essential worker, because there have been a few occasions where the rug has been pulled out under me and I've had to scabble for housing under different circumstances. I am not yet at 10 year mark, so I have no say in my housing.
93	I would say yes apart from complaining if the rent goes up.whats to stop the landlord/landlady kicking you out, and using some excuse.
94	If i find other accommodation elsewhere how long I have to notify the landlord that I have at the moment? Why in certain places in jersey the tenancy who have to pay electrician and plumber once a year to see if everything is okay, shouldn't that be the responsibility of the Landlord? At the beginning of the contract I paid £1100 deposit and never received confirmation that it was deposited in my name. Why the Landlord is not mandatory to prove to the tenancy that the deposit money is deposited?
95	Don't fully understand. But I'm in a two year deal (rent set for two years) when the two years is up, I would look to either re negotiate a further year fixed term or want to go into month by month rolling so I have the option to leave if that's what I want. Accepting the landlord may also serve me notice as I've not signed into another contract but gives me flexibility or the option to sign up for another year and fix me rent

8. Do you feel that the change to periodic tenancy agreements would benefit you?



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| 96 | Having both a reason needed and that reason stated would bring a lot of clarity, and also security in knowing that I cannot be evicted without a reason. A periodic tenancy also sounds much more flexible, and a minimum notice period of 3 months is greatly reassuring in that if we are no longer able to continue staying at our current place, we have plenty of time to find alternative accommodation and get everything sorted. |
| 97 | Absolutely, I am Jersey born and work hard but have been unable to afford to buy a property. It is crazy that I have to go through the worry and stress as well as the cost of moving when a lease runs out or a landlord changes their mind. At the moment I am very fortunate to have a very understanding landlady with whom I have excellent communication, but even so I am left with the constant concern that this is ultimately only for 3 years. |
| 98 | At the moment my lease is from a family member. I'm assuming the change to periodic tenancy agreements would have limited impact in my case, as I am just renting on a rolling basis. However, I can see that the landlords needing a reason to end the tenancy would definitely be beneficial to a lot of renters, and will stop evictions where there is no appropriate reason to do so. Although, I query whether greater renter rights may force more landlords out of the market and thus increase rents in the market due to lack of competition. |
| 99 | I don't agree with controlling the contract between the property owner and the tenant, we all should be entitled to do with our property what we want, I don't agree with the rents increase on a approximately 2.5 % every year |
| 100 | At least this way I'd feel a bit more secure |
| 101 | Again I don't see the issue of duration as being more beneficial one way or another. The issues I have experienced are with quality of living that landlords are happy to impose on tenants, any questions are met with "there's always someone else who will take on the property" |
| 102 | I rented a property that wanted us to leave after a month as they wanted to sell |
| 103 | The property you live in is your home even if its rented and no one should have the right to suddenly say one must leave without any valid reasons. It's not easy to just find a new place as rent is not always affordable. Enough time should be given to tenants to find a suitable, affordable property as everything is too expensive in Jersey |
| 104 | Good to constantly review and not get trapped in a lease |
| 105 | I prefer to have the security of knowing in advance, how long the lease is for and feel it is between the tenant and Landlord to discuss the length of lease, without outside laws dictating the agreement. |
| 106 | My landlord is reasonable and always discusses rental increases and terms with me upon the renewal of my lease which has been in place for approximately 30 years. The legislation is excessive and is aimed at unscrupulous landlords. Typical using a sledgehammer to crack a nut and win votes at a forthcoming election. |
| 107 | More security and certainty |
| 108 | Can't be any worse |
| 109 | I am happy with a 3 year renewable lease as this gives me security for a fixed period |
| 110 | It would mean we can hopefully stay where we are with the kids and make a home for ourselves |
| 111 | We are currently in Social Housing renting a 3 bedroomed house. Our rent is usually increased every two years by approximately £20 - £30 per month. Our last rental increase rose by £150 per month which makes it increasingly difficult to budget. My family are not in receipt of any income support but do not earn a substantial salary. We appear to be just above the threshold. |
| 112 | neighbours would be difficult to remove if they are not a good for the community if this was established. landlord takes into consideration tenants views regarding neighbours, if neighbours are unwilling to change behaviour our landlord would consider termination of their tenancy |

8. Do you feel that the change to periodic tenancy agreements would benefit you?


113	I would prefer to have an option of a renewed fixed term lease, without a break clause and a clear end date
114	Arrangements are fine as they are
115	I had to take a one year fixed term, which is fine but after that I think they want another one year fixed term. I would like flexibility as I may want to buy or leave the island. If I want to break a fixed term the fees are 7.5% of annual rent to agent + pay rent until new tenant moves in. But my landlord can give 2 months notice at any point, even if I am the perfect tenant
116	I've moved 23 times in 20 years since living in Jersey, 5 times with a child under 8 to allow me to live within my means, as rent increases are higher than pay rises annually, so you're constantly having to move. For a young child, this can be unsettling, impact school catchments and cost money to facility the move. If the lease was on going, you could settle and treat the house more like your own and know you'll be there long enough to enjoy it.
117	Even though periodic rent can be useful for tenants that maybe got a job and then need to leave it can also be a problem when the landlord wants you to leave without you been able to get a new lease within the time
118	because landlord happy to review yearly.
119	It may help if it's enforced. The process for determining what is a valid reason from a landlord also needs a huge amount of work.
120	Landlord is really good and understanding. They never raised the rents until all the new rules came in increasing costs - landlord registration etc
121	Giving a reason wouldn't change my situation or landlord's decision so what's the point?
122	Firstly, it has to be explained what a periodic tenancy is before giving an answer to the question.
123	More security for our family

4. Notice periods



9. Are the reasons for ending a tenancy clear to you?

Answer Choices			Response Percent	Response Total
1	Yes		80.98%	166
2	No		19.02%	39
			answered	205
			skipped	17

10. In your opinion are the reasons which have been provided reasonable?

Answer Choices			Response Percent	Response Total
1	Yes		61.35%	127

10. In your opinion are the reasons which have been provided reasonable?

2	No		22.22%	46
3	Not sure		16.43%	34
			answered	207
			skipped	15

11. Please provide any other comments you may have on the reasons for a landlord ending a tenancy.

Answer Choices		Response Percent	Response Total
1	Open-Ended Question	100.00%	67
1	One is very understanding of the landlords position as they own the property after all. One knows this before entering a tenancy - so what's the problem. I have a very good landlord and so do many of my friends. There is no need for the changes.		
2	Please see my previous response re: penalties for landlords for misapplying these reasons. Also, what about things working the other way - what if a landlord breaches the terms of a lease by not fixing a heating and hot water system for a month in Winter, for example? The reasons are all written from a landlord's point of view, they should be written to reflect the responsibilities to tenants being breached, too.		
3	Again the legislation has been created to levitate the landlords worries and not to care for the tenants		
4	In the cases of a notice period being 7 days in relation to accommodation linked to employment or a work visa has ended- this feels extremely short and likely to cause distress to somebody in an already vulnerable position. Finding alternative accommodation and/or employment as well as the practical logistics of a move would be extremely challenging to accomplish in such a short time frame		
5	The reasons are too generous to the landlord. Most of them make sense. But it is not fair to allow a landlord to evict a tenant to house a family member instead. Forcing someone out of their home so you can offer it to someone else is not right.		
6	Finding another property within 7 days in Jersey?? Even with a license that is impossible. I have experience with this in the last 3years which was extremely difficult when I didn't have a housing license it took me 3 months to find something (not suitable but I actually got), with a license it's just as difficult.		
7	Landlords are often bullies and will use every opportunity to maximise their returns at the expense of real peoples lives		
8	I think there should be a negotiation on notice period also allowed for either party, say up to a month if there are delays by either party.		
9	Are these reasons to be used by social housing providers also?		
10	Drugs		
11	7 days is very short and could make people homeless. Does the notice become invalid if the breach is rectified?		
12	This proposal will have the effect of reducing supply of rental property, a huge own goal by politicians		
13	Firstly one should be clearer on Landlords Insurance policies, and when offering rental properties to the general public, they should take out the most comprehensive Insurance and cover possible to include pets, but yes this is clear.		

11. Please provide any other comments you may have on the reasons for a landlord ending a tenancy.

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| 14 | They don't give a reason they just increase the rent so high that you have no other option but to leave |
| 15 | Agent decision not to give longer lease than 2 years. One renewal year gave only one year..new proposal will give agents power to only give tenancies for a year so shorter to maximise rental potential and not protect renters stability for long term tenancy and put them at mercy of higher rental increases outside cost of living clause, and offering property to highest offer on rental.do not believe cost of living clause should be law as employment laws do not require employers to give cost of living increases to salary which is pricing out renters from existing properties, no banding in place for types of property so unregulated rental market set by agents and their lawyers. Lots people already leaving island due to mismatch in increased housing costs to salary rises eroding disposable income after housing with dependent/s (children or non earning) with increased mental health/rental stress and no income to support economy in other ways (other businesses relying on customers who can no longer afford to eg. Go out to cafes, bars, charity events, cinemas, gym, activities and sports). |
| 16 | Agree to all except 'tenant has caused a repeated nuisance' being 7 days notice. I would hope that this couldn't be taken advantage of that a tenant, say, could be practising a musical instrument or their child making the various nuisance noises that children make. Stricter definition to the parameters of what counts as a nuisance may be needed. Not to mention nuisances not to do with noise/volume, etc. |
| 17 | Overall, the reasons provided for ending a tenancy seem well thought out and fair. The inclusion of specific circumstances such as selling, renovating, or needing the property for personal use ensures that landlords have a clear framework to follow. However, I believe it's important to ensure that tenants are given ample support and protection, particularly in situations where landlords may want to end a tenancy due to personal circumstances. Clear communication and reasonable notice are key to maintaining a balance of fairness for both parties. Also, I'd like to see further consideration given to tenants who may face financial hardship or other extenuating circumstances that could affect their ability to comply with tenancy terms |
| 18 | Had a situation before where we were told to leave after complaining about loud music played by others. Ended up the Landlord who was a States Member at the time back in [REDACTED] sided with his friends who were the Tenants we complained about. This Island is a joke sometimes. |
| 19 | I believe that if you are paying the full rental for a property and that property has say two bedrooms but only one is used, then you should not be required to move into another place for under occupancy. If you have family (adult children) who for some reason need to return to the family home then that should still be an option. People who are lucky and own their own homes, most usually have a spare room for visiting or returning family. |
| 20 | <p>I want to know what happens when law goes live for tenants who have had over 5 consecutive years tenancy under 5 separate agreements - would they still be covered by "if tenancy is over 5 years long"?</p> <p>I worry some landlords would falsely claim the tenant has breached in order to get away with only giving 1 month notice. What protections are in place here? Also it is unclear how much "notice" a landlord must grant a tenant to correct a breach before issuing the 1 month notice: 1 month? 1 week? 1 day? How much is adequate?</p> <p>I want to know what protections tenant has if property becomes uninhabitable and 1 months notice is given.</p> |
| 21 | What stopping them from lying
Or "changing their mind"? |
| 22 | The reasons are clear in most of these circumstances, but the notice period should be 6 months apart from the last 4 clauses. Also if a landlord plans to sell the property within a year or wants to rent it out whilst it is for sale, he must declare this when renting the property out and provide the tenant with a 30 day notice period upon sale. ALL leases should state that neither party can give notice within the first 9 months of any tenancy. |
| 23 | If you are no longer licensed seven days is not enough time to find alternative accommodation |

11. Please provide any other comments you may have on the reasons for a landlord ending a tenancy.

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| 24 | It seems a bit restrictive and won't landlords just say they want to redecorate to get someone out? |
| 25 | It's all to do with the landlord and what's best for him if he wants to get tenants to vacate their premises. I would like to also see reasons why the tenants can vacate the premises without being charged with breaking the lease and therefore being charged for it or the landlord keeping the deposit. It is all geared up for the landlord at the moment but there are reasonable reasons why tenants may wish to leave the premises. |
| 26 | What if the landlord no longer wishes to continue with a tenant? |
| 27 | If the landlord is restricted as to what they can do, I suspect that many private landlords will cease to rent and it will reduce the number of properties available and increase rental prices. Can evidence be obtained for this? Maybe the landlords association |
| 28 | Overcrowding due to an addition to the family especially when you live in a one bed and offer a rolling tenancy until somewhere more suitable is found.

For the elderly it's almost impossible to find a landlord to accept retired people - age is discrimination as I have experienced. |
| 29 | We might be put in the position of the property becoming uninhabitable due to the landlords lack of maintenance. I.E. not our fault. The law should also require landlords to have landlord insurance to cover the cost of rehoming tenants in this situation and also be required by law to maintain their properties to an acceptable standard including annual boiler servicing and periodic checks of the electrical systems. If there is gas present then an Annual gas safety certificate should be obtained for the property. |
| 30 | The timings must be reviewed - the majority favour the Landlord's needs over those of sitting tenants. |
| 31 | What happens if the landlord wants to occupy the property for less than 6 months? If the property has been unoccupied for 2 months and the notice is 1 month, that is 3 months potentially unoccupied. At this point any insurance claims (contents/buildings) would typically be denied based on standard insurance terms.
Breach of tenancy agreement, 1 month notice allows a further 1 month of breaches including revenge vandalism to the property by the tenant |
| 32 | The landlord gave us 9 months notice to leave the house at the next renewal date as they were going to renovate the entire property, they provided us with a guarantee that after the work we would be able to move back in and we did that. At the renewal, they have decided that they will not renew the lease and given us 1 year notice of this. Although we are not happy to leave as we like the house, they have given us a long notice of the change and we accept that is their decision. They did not increase the rent for the next year which was nice. |
| 33 | Always seems to be the landlady is the bad guy, we have a good one. |
| 34 | The current situation provides an indisputable grounding for un-negotiable rental increases which may in turn be utilised to such a degree as to enforce the tenant to be evicted through unreasonable upgraded rental expense. The tenant has no control over such a situation, however unreasonable it may be. |
| 35 | I agree the amendments suggested above are clear and sensible, my current tenancy agreement does not include as much detail. My only thought is that there could be further clarification regarding a tenancy ending due to me not agreeing to a rent increase. |
| 36 | They would have to allow for unexpected circumstances. Health, age, financial circumstances, death of family members, natural disasters, sudden mistakes of others or errors/delays in paperwork and emails etc.
So the timescales above might need to bend on individual circumstances. |
| 37 | Unreasonably behaviour in his premises by the tenant |
| 38 | It's very complicated |

11. Please provide any other comments you may have on the reasons for a landlord ending a tenancy.

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| 39 | There should be a mechanism to safeguard against vindictive terminations, e.g. tenant complains about landlord or landlord fails to fix issues in the property satisfactorily and simply construes one of the lawful reasons for termination to get rid of a pesky tenant. |
| 40 | There is no provision for a mortgage providers request for a tenant to vacate due to default? |
| 41 | 7 days for ending of employment is tight, this could be made longer, perhaps a month |
| 42 | <p>While I support fair protections for tenants, I feel that the proposed grounds for ending a tenancy are overly restrictive and will have unintended negative impacts for both tenants and landlords.</p> <p>For tenants, the rigid notice periods and limited valid reasons for ending a tenancy could discourage landlords from offering longer-term lets at all. If landlords fear being unable to regain possession in reasonable circumstances (such as genuine renovation needs or family requirements), they may instead favour short-term or corporate lets, which would reduce the availability of stable homes for ordinary residents.</p> <p>For landlords, genuine and fair reasons like selling, renovating, or needing the property for family use are vital to retaining flexibility in managing properties. Requiring long notice periods of 3 to 6 months, even in legitimate cases, makes it impractical and financially risky for landlords to respond to life changes or property maintenance needs.</p> <p>Overall, the proposed changes risk creating more instability, not less, by shrinking the supply of good quality rental properties and making it harder for both tenants and landlords to enter into trust-based, long-term agreements. I believe a more balanced approach is needed that protects tenants from unfair eviction without making responsible property management unworkable.</p> |
| 43 | there is nothing mentioned re pets in the property that could be a reason. |
| 44 | Consistency is important - at present a landlord could repurpose a property at lease end, but a consistent 3-6 month notice period is better in my opinion for both the tenant and landlord. |
| 45 | For "Periodic Tenancy: 3 months if tenancy is under 5 years long, 6 months if tenancy is over 5 years long": Would I have had to be a tenant for e.g. 5 years or would the contract/lease be for that time period? |
| 46 | Don't need to complicate it with "X months if tenancy is over Y" etc. Make it so that statutory period is generous but include a clause that if both parties want to terminate agreement amicably before that period then it's fine (no penalties/complications with payment only for months lived at the addresses). |
| 47 | Who checks that the reason provided for notice is genuine or gets carried out? Why should a tenant be forced out for a refurb, this does not happen in Andium homes even when the kitchen or bathroom are replaced. |
| 48 | Where the tenant is difficult. I think that landlords will stop being a provider of housing, spend less on properties and raise the rent by the maximum annually. I think landlords will select tenants more carefully. |
| 49 | Could renovations not be carried out with a tenant in place? Perhaps this must be considered before moving right to eviction? Also, who follows up on whether the landlord follows through with their reasoning for ending a tenancy? For example, what if they just say that their family member is moving in and then say they changed their mind after the tenant moves out, enabling them to move another tenant in. How will these loopholes be managed? Will there be any repercussions for landlords behaving in this way? |
| 50 | <p>Compromised health, so difficult reading (understanding) - no support available to me (inc from Mezeq) legislation is seldom clear anyway.</p> <p>Tenants need more security, based on Maslow's Hierarchy - uncertainty = stress.</p> <p>Andium have tried to blame me (and evict me) due to problems of their own making, else being neglectful.</p> <p>Rent is mandatory, conditions (health and safety) are optional.</p> |

11. Please provide any other comments you may have on the reasons for a landlord ending a tenancy.

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| 51 | tenancy terminated, breached insurance policy?
landlord intends to renovate? could this not be an excuse for them to make you leave knowing its not going to be renovated?
landlord requires a helper. Cannot understand why this wasn't sorted out before the tenant moved in? No consideration on the tenant who has to pick everything up find another another place. |
| 52 | I don't know what a "helper" is in terms of tenancy. I feel the "another period specified in the tenancy agreement" is ripe for setting unfairly short periods as a ways to use it as a reason when wanting someone evicted quickly. There is also no provision mentioned here for those unable to inhabit the property in such a time period e.g. imprisoned, in hospital |
| 53 | Landlord or their family member intends to occupy the residential unit for 6 months or more
Initial term: Not allowed
Periodic tenancy: 3 or 6 months
I believe that if the tenant has not committed any faults with the agreement then they should be treated the same as the following point:

Landlord intends to sell the residential unit or change its use
Initial term: This reason for notice is not allowed for initial term tenancies ("Not allowed")
Periodic Tenancy: 3 months if tenancy is under 5 years long, 6 months if tenancy is over 5 years long ("3 or 6 months")



Giving a Tennent 6 months if they have lived in the property for 5 years or more should defiantly allow them more rights. |
| 54 | On the face of it, the reasons for ending a lease seem logical and well thought out. They appear to cover a wide range of possibilities, which allows for a lot of landlord freedom still, but also gives the person renting an additional safety net, which will prevent wrongful evictions. |
| 55 | This all seems rather a waste of time and money |
| 56 | If someone is doing something dodgy the landlord should be able to kick them out but if they are like most of us, the landlord shouldn't be able to get rid of you just like that or if they get offered more cash by someone else |
| 57 | I don't think any of these reasons are practical to deal with in time or of could be applied with any consistency that would be beneficial for anyone. |
| 58 | In other tenancies I have held I am given three months notice. If I can't find anywhere I am given a rolling lease.

One of the leases were ended because the landlord refused me [something] during my tenancy. I took my case to tribunal. They ended my lease because of that rather than give me the aids I needed. I am profoundly deaf and this was needed for my security. However Landlords do not have to give you a reason for ending a tenancy. So I had to leave. Does this help those with a disability? |
| 59 | Too clunky. Too subjective. |
| 60 | Landlord not completing documents required by law. |
| 61 | It appears that better protection is offered on an initial term contract, as in the Landlord would have to wait for the lease to expire, (1 + years) up to under nine years for a paper lease to end, before he could take over the flat, for the permitted reasons. Verses 3 months notice under five years of tenancy) or 6 months after five years renting the same property. |
| 62 | Landlords seem to be able to make any excuse to get rid of people |
| 63 | Tenants who disrespect the property, disrespect neighbours |
| 64 | Why does there need to be a new law. Guidance would be much more sensible. If I didn't agree with or believe the reasons for my landlord ending my tenancy or I was unable to move within the AGREED notice period I would not move and see if the Petty Debts |



11. Please provide any other comments you may have on the reasons for a landlord ending a tenancy.

		Court agreed. If my circumstances changed I would discuss a date to move, with my landlord.
65		It is the landlords house. If he wants it back he should be able to get it back. Im a good tenant if he wants to keep renting it - it will be to me.
66		The Tenancy Law is very imbalanced. If my tenant has used the dwelling for illegal purposes then surely I should be able to evict them immediately.
67		Sounds like has to be a fair reason now not just getting more cash
		answered 67
		skipped 155

12. Do you know what your rights in relation to eviction are under the current law?

Answer Choices			Response Percent	Response Total
1	Yes		32.37%	67
2	No		67.63%	140
			answered	207
			skipped	15

13. Do you know what your rights in relation to eviction would be if the proposed changes are made?

Answer Choices			Response Percent	Response Total
1	Yes		41.75%	86
2	No		58.25%	120
			answered	206
			skipped	16

14. Please provide any further comments you may have on the protection for tenants in relation to eviction.

Answer Choices			Response Percent	Response Total
1	Open-Ended Question		100.00%	45
1	Eviction would only happen if you have or are an unreasonable tenant for example late or non rental payer -			
2	Tenants have no real rights in relation to eviction under the current law.			
	In a periodic tenancy, the landlord can kick you out after three months' notice, for any reason at all.			

14. Please provide any further comments you may have on the protection for tenants in relation to eviction.

	<p>In a fixed-term tenancy, the landlord can try to kick you out before the end of the term, and you can resist this, but you know the consequence of that is you will certainly not be offered a renewal at the end of the fixed-term. So what is the point?</p> <p>The new proposals will at least restrict the circumstances where a landlord can issue notice, so a tenant can know that the court will support them if they resist an eviction that is proposed without complying with the prescribed reasons.</p>
3	I think that significant financial hardship and mental health issues should be taken into account, and tenants given more time prior to eviction orders being in place, but equally if this time lapses, landlords should be able to utilise the deposit for rent unpaid if the funds sufficiently cover what is owed.
4	Will there be some evidence required for the landlord's reason? Otherwise this could be abused.
5	Specific rights need to be made clearly visible to folk, yes there is Citizens Advice but the government website should cover all of this with a simple search engine.
6	Tenants have no rights, Landlords use tenancy agreements only when it applies to the Tenant when it applies to the Landlord there is no accountability and even when it's a fault of the Landlord they can carry on however they feel and the Tenant is always expected to adhere to the agreement even if the Landlord is in breach of the lease
7	The law does not seem beneficial, if not provide less security to renters as will create a law to allow removal properties off market to sell, renovate etc even if not just to secure higher rent and some landlords sell to commercial landlords that make it business to exploit tenants, a code of conduct and register of landlords and estate/letting agents would be better so Government could issue guidelines and guidance and best practice and adjust depending on market conditions. one year Government did suggest to agents not to put rents up and across Islands they did not. now all agents stick together and do as please as they are not regulated. Its become big business and divided housing stock to a business of portfolios and controlling supply and demand to ensure no deflation to rental prices to detriment of locals wanting reasonable rent and security with room to live to benefit property owners to enhance value of property and income stream from that asset. Properties now build as investments not homes for people. Working non home owning people are now no longer able to live and choose Jersey as home. Lots now having to leave to survive.
8	<p>Yes, I have a general understanding of what my rights would be under the proposed changes. The key difference is that landlords would need to provide a reason for ending a tenancy, and the notice periods would vary depending on the length of the tenancy and the reason for termination. This would provide more transparency and security for tenants, as it would prevent landlords from ending a tenancy without explanation.</p> <p>I think these changes would significantly improve tenant protections. The requirement for landlords to give reasons for eviction and the structured notice periods would reduce the uncertainty tenants currently face. However, I believe that more emphasis should be placed on ensuring tenants have access to support and resources in case of disputes or financial difficulties, as these can be factors that make eviction especially challenging.</p>
9	I am pleased the States are doing this. It is long overdue.
10	It looks more clear now and if the landlord has to follow the rules that would be good because at the moment they can just make them up as they go along.
11	The costs for eviction should be passed onto the tenant, not a landlord. Why should a landlord be responsible to pay for having to evict a bad tenant who does not pay rent, damages the property, is disruptive to all including neighbours etc and perhaps uses his property for illicit purposes. A landlord must be able to remove a bad tenant within a short period say with a 21 day notice period and if that tenant still has not moved, a further 7 day notice of change of locks and removal of all property. A landlord must retain rights over his property. It cannot always be that a tenant has the upper hand and is able to incur a landlord costs for eviction. These costs must be passed onto the tenant who themselves refuse to move. The current process is unfair to a landlord regardless.

14. Please provide any further comments you may have on the protection for tenants in relation to eviction.

- | | |
|----|---|
| 12 | Haven't heard of it being a problem in Jersey, this just feels like more red tape. The island is over regulated as it is! |
| 13 | Sometime the relationship with a landlord deteriorates on both sides. A landlord should be able to end a tenancy (with reasonable notice), if it their property and there are some bad behaviours by some tenants but not in breach of the lease agreement |
| 14 | They have to have a genuine reason for evicting tenants |
| 15 | No fault evictions need to be done away with to prevent landlord profiteering. |
| 16 | Everyone is deeply concerned about the current state of housing and landlord practices in Jersey. The continuous rise in rental prices without corresponding improvements in property conditions is a huge problem, leading to tenants paying high prices for substandard living conditions. Requiring landlords to make annual capital investments in their properties could ensure that properties remain fit for purpose and improve overall living standards. It's unfair for tenants to bear the cost of maintaining and improving properties, only to be held accountable for any issues when they leave. The focus on property ownership and rental income is already resulting in a brain drain, with many skilled and educated people leaving the island for better opportunities elsewhere. Landlords should be mandated to invest in their properties annually. Additionally, ensuring tenants are financially compensated for any unreasonable termination of tenancy agreements could provide a fairer system. Also estate agents have a lot to answer for who put valuations plucked from the air on properties that are worse than 3rd world conditions ... they have a lot to answer for. |
| 17 | It's not clear what 'Initial term' means Vs Periodic tenancy. |
| 18 | If evicted I can simply move somewhere else. |
| 19 | In the end the property belongs to someone else, we know this and will at some point have to move on but by then maybe we have enough for our own place, |
| 20 | Rental arrangements have no oversight whatsoever from Government regulation including the setting of accommodation cost levels at initial tenancy offered to newly proposed tenants. Anything can be charged, when from a tenancy perspective any shortage of housing accommodation turns the whole process into a landlords/agents free-for-all. These are homes and a basic civilised function and necessity of each and every individual or persons within that community and should represent an over-riding responsibility of those elected to govern that particular community and society. A secure home is not a luxury, whether mortgaged via a lender or leased under private or government ownership. |
| 21 | It is not something I have ever been concerned about but I believe I could go to citizens advice or research online if I had a problem. I would always speak to my landlord first as he is very approachable. |
| 22 | As I mentioned earlier Andium are selling the properties on our estate. The proposed properties we have been shown are not suitable for our situation. Just because we are of a lower income there seems to be no protection. Either we look for property we cannot afford or take property that is unsuitable. And we have not been clearly told what our future here is. Without going into the full details how is this good for anyone? |
| 23 | I currently don't think tenants have genuinely exercisable rights against evictions in Jersey. The jurisdiction hands so much power to landlords that even tenants who have the money for lawyers will be unlikely to fight inappropriate evictions, as the costs are quickly prohibitive. For anyone on a median or poorer salary, utilising their legal rights is a pipedream. |
| 24 | I would have to study this |
| 25 | I believe eviction rules should carefully balance tenant protection with flexibility for landlords. If landlords face too many barriers or risks when trying to reclaim properties for genuine reasons (like needing to sell, renovate, or house family), it could discourage them from renting out homes long-term. This would ultimately reduce the supply of rental properties and make it harder for tenants to find good quality, stable accommodation. Strong protections are important, but the system also needs to remain workable for responsible landlords. |

14. Please provide any further comments you may have on the protection for tenants in relation to eviction.






- | | |
|----|--|
| 26 | Again, the landlord or agent do not care of your mental health they just want your money and not have to do anything to repair property. you feel if you complain you can be out on your butt. so protection is well needed. |
| 27 | Ensure that non-bona fide tenants are not overly protected when they cause malice, damage, or financial loss to landlords.
Also ensure that old grumpy Jersey clique landlords don't consider themselves kings by threatening sub-5 years tenants like subhumans and de facto forcing them to live in inferior standard as there are no alternatives and the market is already greeded out in that area. |
| 28 | What happens when the landlord decides to amend the lease, to include clauses designed to force you out or make tenancy difficult? Is there an arbitration board? |
| 29 | . |
| 30 | I'm reliably informed (in terms of establishment) that I have none and proprietors can do as they please - discrimination is common.
Not had a chance to read.
Anti-discrimination
Eviction should be last resort (not first)
Prohibit eviction for unreasonable motives
'Housing' is a nightmare for the vulnerable |
| 31 | There is no clear document for the average person - if there can be easy-to-read or easy-to-understand documents that would be great as I feel I have had no choice in being moved around. |
| 32 | How do I contest an eviction if I believe it unfair? |
| 33 | No further comments. I am in favour of greater renter rights, but obviously there has to be a balance in order to ensure that Jersey still maintains a sound environment for people to want to continue as landlords, so any new rights shouldn't be onerous enough that it forces landlords out of the market. |
| 34 | I'm not really sure but at the moment I don't think I have too many rights but this law is looking to make it harder for landlords to do what they like and mean that I can challenge them if they are being unfair. Someone mentioned that there will be a court where I could bring my concerns and it could help me and order the landlord to do the correct thing |
| 35 | Until there is an understanding of the current quality and condition of properties in jersey I see no benefit from this work.
The reason for ending a tenancy for "renovation" makes little sense, it's just the same as evicting a tenant to get a new one in.
Think about how whomever will be assessing and dealing with these issues will be able to provide the level of support to both landlord and tenant. Just because a landlord says "renovation" is needed what is the criteria for this? If it takes a week for painting? How do you monitor this and how would the tenant understand what the landlord has actually gone on to do? |
| 36 | Those with a disability and pensioners are refused viewings. Isn't this discrimination? He didn't know until he sent the appointment to view and asked questions. He then cancelled. |
| 37 | Eh |
| 38 | The lease agreement is a contract, to use someone else's property for an agreed amount of rent, similar to a job offer with regular pay! As long as the terms of the agreement are clear at the start, then if a breach of contract happens the channels of remedy are basically the same, as in the eviction process is through the courts regardless. |
| 39 | In my case eviction is unlikely as the lease is with a relative. |
| 40 | q13 I think so; from what I can see the changes would makes things a bit safer for families like ours |
| 41 | All very unclear in current contract but sounds like this may make things more clear? |

14. Please provide any further comments you may have on the protection for tenants in relation to eviction.

42	I am concerned that more complex legislation will increase my landlord's costs - his managing agent will need to change more for a complex lease - It is likely he would have to increasing the rent, possible more that the RPI, which I would understand. Obviously the rent I pay contributes to his [REDACTED] income and life style and if his business costs go up it is reasonable that he increases the rent. He may even start recharging the parish rates which are possibly around £250 per year!		
43	I don't need to - if landlord wants his property back then fine. He won't need to evict me for any other reasons like I've done something wrong.		
44	Considering the difficulties in getting good quality accommodation in Jersey the list period for eviction should be 1- 3 month		
45	Think so		
		answered	45
		skipped	177

5. Independent Rent Tribunal

15. In your opinion, would any of the following factors pose a barrier to you using the tribunal?

Answer Choices			Response Percent	Response Total
1	Tribunal being held in public		45.08%	87
2	Length of time the process might take		50.78%	98
3	Impact on your relationship with landlord		59.59%	115
4	Any unforeseen costs arising		69.95%	135
5	Other (please specify):		10.36%	20
			answered	193
			skipped	29

Other (please specify): (20)

1	none
2	What potential future landlords might make of a tenant who has gone down this route. It may create the idea of someone being a 'difficult tenant' if this is public knowledge.
3	Tribunal is not trustworthy
4	That's is was still working in the favour of the Landlord like all other laws
5	Agents will get lawyers to get you out. It will become a business for them they will fine tune to their advantage as any changes to law will not be processed to prevent loopholes being exploited. Have experienced mental health issues from agents pressurising if I can meet what they deem increased rent acceptable I should leave or be evicted if not signed up. They also automatically increase rent and threaten court if you don't find money, if they want property for another tenant who will pay more, a prospective buyer of property who wants it to be vacant to negotiate an offer they will do it, no recourse as not regulated agents

15. In your opinion, would any of the following factors pose a barrier to you using the tribunal?

6	I don't think I would want the hassle and my next landlord would know I had been to a tribunal which is unlikely to serve me well!
7	Never had a bad landlord
8	I agree the rent with the landlord when I sign a lease. If I don't like the price I can rent elsewhere.
9	If there is no working relationship with the owner or agent or both, then the tenancy is fragile beyond reasonability
10	Health, stress
11	The tribunal being staffed with landlords, estate agents and landlord-friendly people or those with political ambitions who can't afford to irritate senior politicians (who are often landlords)
12	ADHD I tend to forget things that take a while to process
13	If tribunal required taking time off work
14	Tribunal ought to have internal appeal process before court escalation
15	Explain how the tribunal is accessed and how it works?
16	I agree with hearings being public by default
17	You could lose your home
18	If I didn't agree to a rent increase I would not pay it + negotiate with my landlord. He would have to make a petty debts claim
19	Impact that I might not be able to rent anything else as I might be known as a bad tenant
20	Impact to employment

16. How satisfied are you with this process for appeals?

Answer Choices			Response Percent	Response Total
1	Very dissatisfied		4.33%	9
2	Dissatisfied		13.94%	29
3	Neutral		63.94%	133
4	Satisfied		13.46%	28
5	Very satisfied		4.33%	9
			answered	208
			skipped	14