

STATES OF JERSEY



Jersey

DRAFT RESIDENTIAL TENANCY (JERSEY) AMENDMENT LAW 202- (P.24/2025): SECOND AMENDMENT

Lodged au Greffe on 24th June 2025
by the Minister for Housing
Earliest date for debate: 8th July 2025

STATES GREFFE

DRAFT RESIDENTIAL TENANCY (JERSEY) AMENDMENT LAW 202- (P.24/2025):
SECOND AMENDMENT

1 PAGE 47, ARTICLE 6 –

In Article 6, new Part 3, for new Article 6(3)(a) substitute –

- (a) a further specified term starts after their initial term ends unless, between those terms, their residential tenancy for the initial term has ended and –
 - (i) they have given vacant possession of the residential unit for a significant period; or
 - (ii) another tenant has a residential tenancy of the residential unit;

2 PAGE 48, ARTICLE 6 –

In Article 6, new Part 3, for new Article 6B(2)(e) substitute –

- (e) if the notice is given under Article 6D, specify the requirements that the notice-giver must satisfy under Article 6D(b) for the tenancy to end; and

3 PAGE 49, ARTICLE 6 –

In Article 6, new Part 3, for new Article 6D(b) substitute –

- (b) the notice-giver satisfies the requirements set out in the residential tenancy agreement under paragraph 12 of Schedule 1.

4 PAGE 49, ARTICLE 6 –

In Article 6, new Part 3, new Article 6F(1), row (l) of the table, for “tenant’s employment” substitute “tenant’s work”.

5 PAGE 51, ARTICLE 6 –

In Article 6, new Part 3, for new Article 6G(2)(l) substitute –

- (l) “tenant’s work”, meaning that –
 - (i) the landlord granted the residential tenancy to the tenant in connection with certain work performed by the tenant (whether or not the landlord directly employs the tenant); and
 - (ii) the tenant’s performance of the work has ended or been ended, or the tenancy will be ended under this Law before the work ends, in accordance with the 1 or more contracts and enactments relating to performance of the work;

6 PAGE 51, ARTICLE 6 –

In Article 6, new Part 3, for new Article 6G(2)(m) substitute –

- (m) “tenant’s work permit or visa”, meaning that, for the tenant to work in Jersey, 1 or both of the following are required but have not been obtained or applied for –
 - (i) a work permit under the Immigration (Work Permits) (Jersey) Rules 1995;
 - (ii) leave to enter or remain in Jersey, a visa or another authorisation under the Immigration (Jersey) Order 2021;

7 PAGE 56, ARTICLE 7 –

For Article 7(3) substitute –

- (3) In Article 8(3) –
 - (a) for “on application by the tenant” there is substituted “on the application of a party to the agreement”;
 - (b) after “make an order varying or terminating the agreement” there is inserted “, or requiring the agreement to be set out in writing and signed by or on behalf of the parties,”.

8 PAGE 57, ARTICLE 9 –

In Article 9, for new Article 11(3)(b)(vi) substitute –

- (vi) tenant’s work;

9 PAGE 58, ARTICLE 11 –

In Article 11, new Part 4A –

- (a) after new Article 13B(4)(c)(ii) insert –
 - (iii) the holder of an office listed in Schedule 1 to the Employment of States of Jersey Employees (Jersey) Law 2005; and
- (b) delete new Article 13B(4)(d) and renumber new Article 13B(4)(e) and cross-references accordingly.

10 PAGE 60, ARTICLE 11 –

In Article 11, new Part 4A, for new Article 13H(5)(b) substitute –

- (b) is subject to this Part.

11 PAGE 67, ARTICLE 21 –

In Article 21(3), for new paragraph 12 of Schedule 1 substitute –

- 12. If there is an initial term, 1 or more requirements that the following must satisfy to end the residential tenancy under Article 6D (ending tenancy early without giving a reason) during the initial term –
 - (a) a notice-giver who is the landlord;
 - (b) a notice-giver who is the tenant.

For example, a single requirement might require that both the landlord and the tenant do not end the residential tenancy under Article 6D until at least 1 year after the tenancy started.

MINISTER FOR HOUSING

REPORT

The Environment, Housing and Infrastructure Scrutiny Panel's ("the Panel") [review](#) of the [Draft Residential Tenancy \(Jersey\) Amendment Law 202-](#) ("Draft Amendment Law") provided an opportunity to consider feedback submitted to the Panel and, on the basis of this feedback, I bring forward some minor technical amendments to ensure certain provisions in the Draft Amendment Law meet their policy intent. I believe these are very much editorial in nature and will help the Law in its effectiveness.

Clarifying where further fixed terms are allowed in certain circumstances

In their [written response](#) to the Panel's review of the Draft Amendment Law, the Jersey Farmers Union ("JFU") note that employees on seasonal work permits have a fixed term to occupy their accommodation, which aligns with their employment contract. The JFU note that these employees cannot have a periodic tenancy as it is mandatory for them to leave the Island for 3 months to comply with Jersey Immigration Rules and therefore require recurring fixed term agreements of 9 months. For the avoidance of doubt, periodic tenancy agreements would be appropriate for these circumstances, given the 7-day notice periods set out under Article 6F(1)(l) and (m).

However, there is an opportunity for additional clarity regarding fixed term (initial term) agreements. The scenario described by the JFU, where a fixed term is used for each 9-month residential tenancy agreement, with 3-month gaps in between, and where the tenant leaves the Island, is not intended to constitute a renewal under the Draft Amendment Law. But Article 6(3)(a)¹ of the Draft Amendment Law, as originally drafted, raises the question of what criteria must be met for a subsequent fixed term agreement not to be deemed a renewal.

Allowing further fixed terms to occur with the same tenant at the same residential unit does not, in all circumstances, undermine the policy intent of enhancing security of tenure for tenants (by permitting only one initial term, after which time the tenancy must become periodic for it to continue). For example, there is no need to prevent a situation where an initial term has ended, the tenant has moved out, but several years later wishes to return to the same rental unit under another initial term agreement.

Therefore, an amendment to Article 6(3)(a) is proposed to make it clear that tenants can return to the same property and begin a new initial term tenancy agreement with the same landlord when the tenancy has ended and they have given vacant possession of the residential unit for a significant period, or another tenant has had a residential tenancy in that residential unit whilst the tenant has not lived there.

Ending an initial term early

An amendment to Articles 6B(2)(e) and 6D(b), and Schedule 1 Paragraph 12 to remove references to "if any" is proposed to ensure that the policy intent that there must be one or more requirements for parties to meet before ending a fixed term tenancy early without reason can come into operation.

To assist parties in knowing what sorts of requirements these could be, an example has been added to Schedule 1 Paragraph 12 that states "*a single requirement might require that both the landlord and the tenant do not end the residential tenancy under Article 6D until at least 1 year after the tenancy started*".

Another requirement might be, for instance, that the party giving notice under Article 6D *must be responsible for paying a fee specified in the agreement* (e.g., a specified sum for sourcing a replacement tenant or a specified proportion of the remaining rent). A residential tenancy

¹ "*A tenant's residential tenancy cannot be granted or varied so that – (a) a further specified term starts after their initial term ends (a renewal);*"

agreement that sets out sufficient detail so that parties can immediately understand or work out what the cost obligations are would be consistent with the policy intent for there to be clarity on fees and charges in tenancy agreements.

For the avoidance of doubt, the examples above are suggestive and not instructive. It will be for the parties to the tenancy agreement to determine the requirement(s) that must be fulfilled for an initial term to be ended early at the outset of the agreement.

In circumstances where a tenancy agreement has failed to set out one or more requirements for parties to meet before ending a fixed term tenancy early, Article 8(3)² of the [Residential Tenancy \(Jersey\) Law 2011](#) would allow a tenant to apply to the Petty Debts Court to vary an agreement to include these requirements. At present only tenants can apply to the Court in these circumstances, therefore an amendment to Article 8(3) is proposed for the Draft Amendment Law that would also allow landlords to apply to the Court in these circumstances.

For the avoidance of doubt, parties could also simply agree to vary the agreement or end the tenancy mutually under Article 20 if they were so minded.

Reasons to end a tenancy: Agency worker's employment ending

It is assessed that Article 6G(2)(l) of the Draft Amendment Law as drafted may not extend to cover agency workers, as there may be instances when an agency worker is legally the employee of the agency rather than the principal employer. There may also be circumstances where a tenant's tenancy is provided in association with their work/employment, but the landlord is not their employer.

The amendment to Article 6G(2)(l)(i) refers to the tenancy being granted to the tenant "*in connection with certain work performed by the tenant (whether or not the landlord directly employs the tenant)*". The policy objective of this amendment is to ensure that agency workers are included as well as those not directly employed by the landlord-employer/employer, and tenants whose accommodation was provided in association with their work, but the landlord is not their employer.

The amendment to Article 6G(2)(l)(ii) refers to "*contracts and enactments relating to the performance of the work*". For the avoidance of doubt, "contracts" and "enactments" would include the employment contract of a tenant and the [Employment \(Jersey\) Law 2003](#), respectively. The policy objective of this amendment is to ensure that only after the minimum notice for work ending has been honoured under the contract of employment and/or the Employment (Jersey) Law 2003 or other relevant enactment, that minimum notice under the Draft Amendment Law can then be served. Additionally, it is intended to ensure that in cases where the tenancy is ended under this Law before the work ends, the ending of the tenancy via Article 6F(1)(l) is in accordance with the contract and/or enactment relating to the tenant's performance of the work.

In full, the proposed amendment to Article 6G(2)(l) allows for notice to be given under Article 6F(1)(l) in circumstances where the landlord granted the residential tenancy to the tenant in connection with certain work performed by the tenant (whether or not the landlord directly employs the tenant) and either:

- the tenant's performance of the work has ended in accordance with 1 or more contracts and enactments relating to the performance of work (e.g., relevant notice to terminate the tenant's employment contract has been given in accordance with the contract of

² "If a residential tenancy agreement [...] fails to contain the details specified in Schedule 1, the Court may, on application by the tenant, make an order varying or terminating the agreement if in all the circumstances the Court considers it just to do so".

employment and the Employment (Jersey) Law 2003 and that notice period has ended);
or

- the tenancy was not intended to last for the duration of the employment and the tenancy has ended in accordance with the 1 or more contracts and enactments relating to the performance of work.

Reasons to end a tenancy: Tenant's work permit expiring

It was noted during the Panel's review of the Draft Amendment Law that Article 6G(2)(m), as currently drafted, does not reflect that prospective employers apply for the work permit of their employee, and the employee then uses this permission to apply for a visa or leave to enter or remain under the [Immigration \(Jersey\) Order 2021](#).

As such, an amendment to Article 6G(2)(m) is proposed that uses more neutral language to make it clear that Article 6F(1)(m) applies if in order for a tenant to work in Jersey, a work permit and/or leave to enter or remain in Jersey, a visa or another authorisation under the Immigration (Jersey) Order 2021 are required but have not been obtained or applied for.

Eligibility for Rent Tribunal membership

Feedback was given that challenged Article 13B(4)(d) of the Draft Amendment Law, which prohibits people who have held offices listed in Schedule 1 to the [Employment of States of Jersey Employees \(Jersey\) Law 2005](#) from ever serving on the Rent Tribunal ("Schedule 1 office holders"). It was raised that there was disparity between this restriction and the restrictions on elected officials or Government of Jersey employees, who could serve on the Tribunal 2 years after they had left office.

Further to consultation with the Law Officers' Department and the Judicial Greffier, the Minister is satisfied there is no legal or procedural reason for retaining this disparity in restrictions between Schedule 1 office holders and elected or government officials.

Therefore, an amendment is proposed to Article 13B(4)(c) to include those who are not and have not been the holder of an office listed in Schedule 1 of the Employment of States of Jersey Employees (Jersey) Law 2005 within the previous 2 years. Article 13B(4)(d) would also be removed and Article 13B(4)(e) renumbered.

This would mean that once Schedule 1 office holders have not held that office for 2 years, there would be no reason under the Draft Amendment Law to prevent their appointment to the Rent Tribunal should they meet the criteria set out under new Article 13B(4).

Jurisdiction and appeals – power to make rules of court

It was identified that the purpose of Article 13H(5)(b) is to allow the Royal Court to make rules of court specifying the Royal Court's procedure for appeals to it from the Rent Tribunal. The reference to "and an Order made under Article 23(2)(le) or (lf)" is not required because it is about the Rent Tribunal's procedure for decision-making, which is separate to the procedure for appeals to the Royal Court. An amendment is therefore proposed to Article 13H(5)(b) to reference only Part 4A.

Financial and staffing implications

There are no new financial and/or manpower implications.

Children's Rights Impact Assessment

A Children's Rights Impact Assessment (CRIA) has been prepared in relation to this proposition and is available to read on the States Assembly website.