

**WRITTEN QUESTION TO THE MINISTER FOR HOUSING AND COMMUNITIES  
BY DEPUTY S.Y. MÉZEC OF ST. HELIER SOUTH  
QUESTION SUBMITTED ON MONDAY 28<sup>th</sup> NOVEMBER 2022  
ANSWER TO BE TABLED ON MONDAY 5<sup>th</sup> DECEMBER 2022**

**Question**

“In relation to the proposed Rent Control Tribunal, will the Minister –

- (a) explain what advice, if any, he has received, either from his officers or from H.M. Attorney General as to the kinds of tenancies that will fall under the remit of the proposed Tribunal which he is seeking to establish under P.106/2022; and, if he did not seek any such advice, will he explain why not;
- (b) state whether tenancies established since the Residential Tenancy (Jersey) Law 2011 came into force will fall under the remit of the Tribunal under the powers it has pursuant to the Dwelling Houses (Rent Control) (Jersey) Law 1946;
- (c) explain whether tenancies with Andium Homes will be subject to the jurisdiction of the Tribunal; and
- (d) explain how many tenancies he estimates will have recourse to be considered by the Tribunal pursuant to the terms of both the 2011 Law and the 1946 Law?”

**Answer**

(a) I was appointed as Minister for Housing and Communities on 11 July 2022, and picked up several workstreams that were already underway, including re-establishing the Rent Control Tribunal (“the RCT”). The decision to re-establish the RCT was taken by predecessor last year (as published in the [Fair Rents Plan](#), 31 December 2021). Work to identify nominees to serve on the RCT started before the election and has continued since then.

I was advised by officers that the Dwelling-Houses (Rent Control) (Jersey) Law 1946, as currently constituted, prevents the Rent Control Tribunal from considering rents that are set in a written contract prescribed by Regulations made under Article 7 of the 1946 Law (“a Standard Tenancy Agreement”). The form of Standard Tenancy Agreement is set out at the Schedule to the Dwelling-Houses (Rent Control) (Standard Tenancy Agreement) (Jersey) Regulations 1993. There are some additional restrictions which are set out below.

In summary, the RCT can consider a lease:

- made verbally or in writing for any duration (ie including both less than and more than nine years in duration)
- that grants the right to occupy as a residence a house or part of a house in consideration of a rent (a “house” includes any property used for residential occupation, for example, flats);
- whether or not rent includes payment for use of furniture or for services and/or any common parts.

Article 2 of the 1946 Law sets out the following exceptions to the jurisdiction of the Rent Control Tribunal:

- Leases for dwelling accommodation let in conjunction with land exceeding two vergées in area

- Leases for dwelling accommodation forming part of premises used for commercial or industrial purposes and let in conjunction therewith
- Leases for dwelling accommodation let at a rent which includes payment in respect of board unless the value of the board to the lessee does not form a substantial proportion of the whole rent
- Written leases for less than nine years which use the **Standard Tenancy Agreement**
- Property that is leased by or to the States.

(b) Yes, as long as they sit within the criteria set out above.

(c) Andium is a separate legal entity to the States and so there is no additional restriction on the consideration by the Rent Control Tribunal of Andium leases subject to the criteria set out above.

(d) The 2011 law is not relevant to the powers of the RCT. There is no evidence available on the proportion of all residential leases that conform to the Standard Tenancy Agreement. 13,800 private sector tenants are identified in the 2021 Census.