

# STATES OF JERSEY



## **DRAFT DWELLING-HOUSES (RENT CONTROL) (STANDARD TENANCY AGREEMENT) (AMENDMENT) (JERSEY) REGULATIONS 201-**

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**Lodged au Greffe on 4th June 2013  
by the Minister for Housing**

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**STATES GREFFE**





Jersey

# **DRAFT DWELLING-HOUSES (RENT CONTROL) (STANDARD TENANCY AGREEMENT) (AMENDMENT) (JERSEY) REGULATIONS 201-**

## **REPORT**

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Minor amendments to Dwelling Houses (Rent Control) (Standard Tenancy Agreement) (Jersey) Regulations 1993 are necessary as a consequence of the coming into force of the Residential Tenancy (Jersey) Law 2011.

Regulation 1 amends the Standard Tenancy Agreement. Regulation 1(a) amends the Agreement to include the name and address of the managing agent, if there is one. Regulation 1(b) requires that the amount of the deposit or guarantee is specified in the Agreement. Additional amendments made by Regulation 1(c) confirm that a tenant is not obliged to purchase fixtures and fittings and, Regulation 1(d) adds the requirement to the Agreement for there to be an inventory of the landlord's removable property. Regulations 1(e) and 1(f) reference a landlord's consent, which must not be unreasonable withheld or delayed.

Regulation 2 provides for citation and commencement of the Regulations. It also provides for their application.

### **Financial and manpower implications**

There are no additional financial or manpower implications for the States arising from the adoption of these draft Regulations.

## Explanatory Note

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These Regulations amend the Dwelling-Houses (Rent Control) (Standard Tenancy Agreement) (Jersey) Regulations 1993 (the “principal Regulations”) as part of the arrangements for implementation of the Residential Tenancy (Jersey) Law 2011 (the “2011 Law”).

*Regulation 1* amends the Standard Form of Written Contract for Exemption from Rent Control (the “contract”), and the Schedule to the contract, in order to make the contract and Schedule compliant with the requirements of the 2011 Law that apply to residential tenancy agreements. The relevant provisions of the 2011 Law are Part 2 and Schedules 1 and 2.

The amendment made by Regulation 1(a) is to satisfy the requirement in paragraph 5 of Schedule 1 to the 2011 Law that the contract contains the name and address of the managing agent, if there is one. The asterisk at the end of this amendment and other amendments links to a footnote that is already in the contract and that provides for a part of the contract to be deleted if not applicable.

The amendment made by Regulation 1(b) is to satisfy the requirement in paragraph 9 of Schedule 1 to the 2011 Law that the amount of the deposit or guarantee is specified. The Schedule to the contract already contains provision for repayment of a deposit, as required by paragraph 9.

The amendment made by Regulation 1(c) is to satisfy the requirements of paragraph 3 of Schedule 2 to the 2011 Law that the tenant is not required to purchase any fixtures, fittings or movable property from any person.

The amendment made by Regulation 1(d) is to satisfy the requirement in paragraph 1 of Schedule 2 to the 2011 that the tenant be allowed to remove his or her fixtures and fittings, as long as he or she makes good any damage caused by the removal, and the requirement in paragraph 11 of Schedule 1 to the 2011 Law that an inventory is prepared of the landlord’s movable property in the residential unit.

The amendment made by Regulation 1(e) is consequential upon the addition of a general restriction that landlord’s consent cannot be unreasonably withheld, added by Regulation 1(f).

The amendment made by Regulation 1(f) is to satisfy the requirement in paragraph 2 of Schedule 2 to the 2011 Law that, if the landlord’s consent is required under the contract before the tenant does something, the consent must not be unreasonably withheld or delayed.

*Regulation 2* provides for the citation and commencement of these Regulations. It also provides for their application. An existing contract that is exempt from rent control does not cease to be so exempt by reason that, when these Regulations come into force, it does not comply with the amended requirements for the content of the contract. However, as and when the contract is first amended after these Regulations come into force, it must be amended so as to comply with the amended requirements.



Jersey

**DRAFT DWELLING-HOUSES (RENT CONTROL)  
(STANDARD TENANCY AGREEMENT)  
(AMENDMENT) (JERSEY) REGULATIONS 201-**

**Arrangement**

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**Regulation**

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Jersey

**DRAFT DWELLING-HOUSES (RENT CONTROL)  
(STANDARD TENANCY AGREEMENT)  
(AMENDMENT) (JERSEY) REGULATIONS 201-**

*Made* [date to be inserted]  
*Coming into force* [date to be inserted]

**THE STATES**, in pursuance of Article 7 of the Dwelling-Houses (Rent Control) (Jersey) Law 1946<sup>1</sup>, have made the following Regulations –

**1 Schedule to the Dwelling-Houses (Rent Control) (Standard Tenancy Agreement) (Jersey) Regulations 1993 amended**

In the Schedule to the Dwelling-Houses (Rent Control) (Standard Tenancy Agreement) (Jersey) Regulations 1993<sup>2</sup> –

- (a) in the Standard Form of Written Contract for Exemption from Rent Control (the “Standard Contract”), after paragraph 1 there shall be inserted the following paragraph –

“1A. The managing agent is.....  
of.....  
(insert business address)\*”;

- (b) in the Standard Contract, after paragraph 3 there shall be inserted the following paragraph –

“3A. The amount of the deposit or guarantee is £.....\*”;

- (c) in Part 1 of the Schedule to the Standard Contract, in paragraph (d), for the words “any furniture or other movable property from any person” there shall be substituted the words “any fixtures or fittings or any furniture or other movable property from any person”;

- (d) in Part 1 of the Schedule to the Standard Contract, after paragraph (d) there shall be inserted the following paragraphs –

“(da) the tenant may detach and remove anything that the tenant has fixed to the premises, subject to the tenant’s making good any damage caused by the tenant’s so doing;

(db) an inventory of movables belonging to the landlord that are in the premises is attached;”;

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- (e) in Part 2 of the Schedule to the Standard Contract, in paragraph (e) the words “, which consent shall not be unreasonably withheld” shall be deleted;
  - (f) in Part 3 of the Schedule to the Standard Contract –
    - (i) the word “and” following paragraph (d) shall be deleted;
    - (ii) the word “to” shall be inserted at the beginning of paragraph (e);
    - (iii) the word “and” and the following paragraph shall be added after paragraph (e) –
      - “(f) not to unreasonably withhold or delay any consent requested by the tenant in compliance with the covenants in Part 2 of this Schedule.”.

## 2 Citation, commencement and application

- (1) These Regulations may be cited as the Dwelling-Houses (Rent Control) (Standard Tenancy Agreement) (Amendment) (Jersey) Regulations 201- and shall come into force 7 days after they are made.
- (2) These Regulations shall only apply to an existing standard form of written contract from the first date, following commencement, on which the contract is amended.
- (3) In paragraph (2) –
  - “commencement” means the day these Regulations come into force;
  - “existing standard form of written contract” means a contract to which the Dwelling-Houses (Rent Control) (Jersey) Law 1946 does not apply by virtue of Article 2(d) of that Law and which is already in force at commencement.



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- <sup>1</sup> *chapter 18.270*  
<sup>2</sup> *chapter 18.270.60*