

Review: P.24/2025 - Draft Residential Tenancy (Jersey) Amendment Law 202-

Submission: Anonymous 12

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I was interested to read an article about the housing crisis in Jersey which also invited interested parties to write to the scrutiny panel.

From a personal perspective I write as a landlord having during the past 15 years rented out 2 apartments although one was later sold. Many purpose built properties such as those constructed by Dandara are professionally managed and not an issue. In my experience tenants based on estate agent comments, are treated well generally paying a fair market rent that is not excessive and on good rental terms.

The apartment which I sold was a decision made because the maintenance costs were rising and not matched by improved rents, so not a viable investment.

I suspect the licensing of landlords was, as I said to the Minister responsible at the time, a case of using a sledgehammer to crack a small nut. I am of the opinion that the legislation has not had the desired effect as there are still unscrupulous landlords who exploit tenants that frankly cannot afford to leave and are frightened to complain for fear of eviction when the accommodation is not up to standard. In terms of rental conditions let us not forget that there will be a lease between both parties. LANDLORD EXPLOITATION PREVAILS.

There seems to be a desire to protect the tenant at the expense of the landlord. I have attempted to retain part of tenant deposits to cover damage and repairs which has been challenged and taken to the tribunal. This has proved to be a pointless task as the tribunal supports invariably the tenant without question. So much so that the managing agent discourage my taking things to a tribunal, and just absorb the expense. I hope if we have a new Rent Tribunal they will act in a more impartial manner in such cases.

I am not sure what is considered a short term contract or acceptable notice periods. I assume a short term contract is 6 months or less. My present tenant would not enter into a new 12 month lease but would accept a 6 month contract/lease. Notwithstanding the fact that leases allowed for increases being the higher of 5% or RPI, we invariably have not applied these terms agreeing a rental by compromise or negotiation at every renewal. Why does common sense not prevail or are there still some greedy landlords?

The proposal that rent increases should be restricted to the lower of 5% or RPI will be harmful to the rental market. If inflation is at 10% or more as has been the case, then maintenance costs, repairs and management fees, will increase in line, while rental income will only increase by 5%. Landlords will simply sell up reducing the rental market. We need more rentals not less.

In terms of notice periods I assume the concern is to give better tenant protection against eviction. Again, this should be covered in the lease. What is going to be put in place to secure tenant retention for the landlord? I suspect nothing as a tenant cannot be forced to renew a lease but the tenant will have specific termination rights.

I have considered buying another buy to let property but have been discouraged by the increased stamp duty. True, Dandara have offered to pay legal fees and stamp duty but that only disguises the issue to satisfy their desire to make sales. Furthermore it is only Dandara that I am aware of, that has this offer, and not every investor wants to buy a Dandara property.

I may be wrong but the housing issue is that the supply does not meet the demand. There are too many apartments for sale, and yet planning allow for more construction, although with rising costs that is questionable. Will these apartments be purchased by local first time buyers or buy to let investors? What about addressing the issue of a lack of newly built family homes? It is no wonder the population is in decline, with the brain drain or simple economics of living and lifestyle elsewhere and there is also an aging demographic. Deputy Mézec's proposals do nothing to solve these concerns quite the opposite.