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Dear Deputies Jeune, Coles, Curtis and Warr and Constable Johnson

**DRAFT RESIDENTIAL TENANCY (JERSEY) AMENDMENT LAW 202- (THE “PROPOSITION”) – REVIEW - COMMENTS BY THE JERSEY LANDLORDS’ ASSOCIATION**

The Jersey Landlords’ Association (the “JLA”) represents the interests of residential landlords in Jersey. It has over 320 members, many of whom are responsible for only one residential unit, whereas others are responsible for many more. Our goal is to promote an environment in which relationships between Jersey’s landlords and their tenants can thrive. The JLA aids and assists its members in driving up standards, achieving a high level of legal and regulatory compliance and promoting industry best practice. It holds regular training sessions covering different topics relating to being a landlord – recent topics have covered Health & Safety, damp and mould, data protection and the landlord and tenant relationship.

The JLA is supportive of the Residential Tenancy (Jersey) Law 2011 (the “Law”) and its aims to regulate the relationship between tenants and landlords. We do not however support the Proposition for the reasons set out in this letter and would instead propose that Government:

- (a) Support the private rented sector (landlords AND tenants) with guidance on the rights and duties of tenants and landlords under the **current** Law – such guidance is sorely lacking if tenants are not aware of their rights to resist eviction and complain about poor conditions.
- (b) Support the private rented sector with ‘living document’ guidance on managing a tenancy, which might include only increasing rents by RPI (or another index) and only giving notice to end a tenancy in certain defined circumstances. Such guidance would set the standard for the market and Government expectations and would be a less expensive, ‘soft lever’ approach to the market. This could also include helpful hints on how to be a ‘good’ landlord or tenant.
- (c) Obtain, use and publish useful, near-real time data about housing in Jersey.
- (d) Make it easy to build the right type of affordable accommodation to tackle Jersey’s housing affordability problem.

**In preparing this response the JLA has consulted its members. Some of our members have sent their responses directly to us and we have thus attached these in anonymised form in Appendix 1.**

## 1. EXECUTIVE SUMMARY

The JLA strongly opposes key aspects of the proposed housing legislation, which includes the introduction of rent controls, open-ended tenancies, and increased regulation. The JLA argues that these changes risk exacerbating Jersey's already critical housing supply and affordability issues, with potentially irreversible consequences for the rental market, landlords, tenants, and wider economic productivity.

### Structural Housing Imbalance

Jersey faces a chronic housing shortage. Reports estimate a shortfall of over 7,500 homes needed between 2021 and 2030. This shortage, caused by long-standing policy failures, is the root cause of unaffordable rents and house prices.

The JLA warns that instead of tackling the root supply problem, the proposed measures - especially rent control and open-ended tenancies - would discourage landlords from investing, worsen the shortage of rental properties, and reduce housing choice for tenants. Evidence from the UK and Ireland shows that such policies have driven landlords out of the market, shrinking rental stock and increasing homelessness.

### Risks of Rent Controls

Rent control proposals (capping increases to RPI with a 5% ceiling) are outdated and counterproductive:

- **Disincentive to invest:** Rent controls could lead to declining housing quality as landlords are unable to recoup maintenance and upgrade costs, which have outpaced inflation.
- **Market exit:** Many landlords - especially small or retired landlords - may exit the sector, reducing supply.
- **Unfair targeting:** Controls apply only to private landlords, while social housing providers like Andium can raise rent above inflation.
- **Economic inefficiency:** Rent controls are widely discredited by economists and risk distorting the market, worsening affordability, and reducing mobility.

### Open-Ended Tenancies: Practical and Legal Concerns

The proposed replacement of fixed-term leases with open-ended tenancies has raised several objections:

- **Reduced flexibility:** Landlords will face more difficulty reclaiming properties, even in legitimately deteriorating relationships.
- **Unintended consequences:** Fewer landlords will accept higher-risk tenants, undermining access for vulnerable groups.

- **Housing misallocation:** Without time-limited leases, under-occupation and reduced turnover may worsen availability.
- **Legal complexity:** The system introduces vague and untested eviction grounds, risking legal uncertainty and high compliance costs.

Surveys of JLA members indicate widespread concern: over 90% oppose the reforms, with almost 70% considering selling some rental properties if implemented.

#### Administrative Burden and Policy Inconsistencies

The JLA warns that increased bureaucracy - including the need for updated leases, new tribunal oversight, and expanded landlord obligations - adds to red tape, contradicting government goals to boost productivity and reduce regulatory burdens.

The proposal to exempt staff and lodging accommodations from regulation, while targeting already compliant self-contained rentals, is seen as misguided and ineffective.

#### Rent Tribunal and Data Concerns

A new Rent Tribunal is proposed to enforce rent control exemptions (e.g., for capital improvements or under-market rents), but the JLA highlights a lack of guidance on how it will operate or define terms like “significant” or “beneficial improvements.”

The JLA supports better rental data collection but argues that biannual reporting is too infrequent. We call for real-time, granular data to inform policymaking - before introducing sweeping changes like rent control.

#### Offences, Penalties, and Legislative Overreach

The creation of new criminal offences, civil penalties, and investigative powers for government officers is viewed as an excessive and adversarial approach that risks criminalizing compliant landlords. The JLA is also concerned about potential political bias in tribunal appointments and opposes wide-ranging regulation through secondary legislation without Assembly oversight.

#### Recommendations and Alternative Approach

The JLA proposes a more balanced and evidence-based strategy:

- Focus on housing supply through planning reform and targeted investment.
- Enforce existing laws with minor amendments.
- Support landlord-tenant education, transparency, and dispute resolution mechanisms without over-regulation.
- Delay rent control and tenancy changes until robust housing data is collected and analysed.

The JLA stresses that well-intentioned but poorly designed policies could have disastrous long-term consequences. Jersey must learn from international evidence and prioritize increasing housing supply, rather than enacting measures that risk damaging the rental market and undermining housing security for all Islanders.

### Brief summary of Responses to Scrutiny Panel Questions

#### **1. Whether the proposed law is fit for purpose.**

We believe that the proposed law is not fit for purpose due to the serious unintended consequences which may flow from it.

#### **2. Do the changes, in particular the capping of rent increases in any given year and the removal of fixed tenancies after an initial period, achieve the aim of improving arrangements for tenants and landlords?**

Whilst the mechanics of the Proposition may initially improve arrangements for tenants, we believe that they will lead to a significant decrease in availability of private rented sector dwellings, for the reasons set out herein. The Proposition contains virtually no changes which will benefit landlords in the private sector.

#### **3. What unintended consequences could arise from the amendments to the Law?**

- Landlords are likely to look at the combined effect of: (a) open-ended tenancies making it more difficult to obtain vacant possession when needed; and (b) the costs of undertaking maintenance and repairs outstripping capped rents and worry about the long term future of their business models – leading significant number to exit the market.
- A tenant's 1 month, no reason notice period in a periodic tenancy (which is intended to become the norm) will make it more difficult for landlords to plan efficiently for works between tenancies which will end up increasing void periods between tenancies – see sub-section Removal of Fixed Term Tenancies in section 4 (Open-ended Tenancies) below.
- Three year initial fixed terms may drive undesirable unintended consequences, in that some landlords may be so concerned about not being able to have a longstop of three months under a current Law periodic tenancy or the end of a fixed lease to remove a tenant who is causing issues, that they may opt to swap tenants every 3 years in order to have the ability to remove a potentially troublesome tenant and avoid the tenancy becoming a more limited periodic tenancy – see sub-section Fixed Term Tenancies of Three Years in section 4 (Open-ended Tenancies) below.
- Open-ended tenancies will make landlords consider who they let their property to a great deal more carefully than before, as a tenant could be in a property for a lifetime. One undesirable unintended consequence of this policy will therefore be less choice of housing options for tenants - see sub-section Fixed Term Tenancies of Three Years in section 4 (Open Ended Tenancies – Misallocation of Housing/Rightsizing/Skewing of Housing Market) below.
- Tenants may be worse off under a proposed periodic tenancy than under a current fixed term tenancy because less grounds for possession are generally available under a fixed term tenancy – see sub-section Removal of Fixed Term Tenancies section 4 (Open-ended Tenancies) below.

4. **What will the impact be of any changes to a landlords' right to give notice and to the list of exceptions available? What are your views on what has been added or removed from this list and why might this be?**

These proposals will make it more difficult to evict a troublesome tenant. There will be no way to give a tenant consecutive fixed terms anymore and most tenancies will eventually become periodic tenancies. This will mean less certainty for landlords and tenants. Please see section 4 below for a detailed analysis of this concern.

5. **Rent Tribunal – how will each case be examined and against what guidelines will each case be judged? How will the Tribunal ensure fair and consistent decision-making? Whether the Rent Tribunal's remit is wide-enough and well-defined? Whether the Rent Tribunal is a cost-effective model for dispute settlement? What resources will be required/available to tenants to support them in making applications? Whether the appeals process is appropriate?**

We have similar concerns about the role of the rent tribunal and how it will make decisions. Please see section 6 below for a detailed analysis of these concerns.

6. **Any impact of the time lapse between gathering of "actual rents charged" which will be key towards informing the Rent Tribunal judging rent increases.**

We have similar concerns about the collection of data. Please see section 7 below for a detailed analysis of these concerns.

7. **Any comments on the communication for the proposed changes and consequences for renters and landlords.**

We have identified a number of areas where clarity is lacking in the Proposition, particularly in relation to the grounds for possession in open-ended tenancies and in relation to the Rent Tribunal.

8. **Whether the offences and penalties are proportionate for landlords.**

We feel that the offences and penalties are disproportionate, especially considering the lack of clarity in relation to some grounds for possession. Please see sections 4, 12 and 13 below.

## 2. **GENERAL COMMENTS**

### Housing Market Structural Problems and Unintended Consequences

Jersey's housing market has a serious and now chronic supply and demand issue. The Jersey Housing Market Review<sup>1</sup> prepared by ARUP Group Ltd for the Government in May 2022 states that "*The supply of housing in Jersey has been unable to keep up with demand*" and "*Regardless of future levels of in-migration, more housing is required in Jersey to meet existing un-met demand and anticipated future demand.*"

The most recent (2023) 'Jersey's Future Housing Needs' Report showed a shortfall of 1,590 homes.

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<sup>1</sup> <https://www.gov.je/Government/Pages/StatesReports.aspx?ReportID=5565>

The 2019 Objective Assessment of Housing Need Report<sup>2</sup> reported that *“The overall objectively assessed housing need for Jersey over the island plan period 2021-2030 is at least 7,010 dwellings plus around 520 bed-spaces in nursing/residential care accommodation and identified supported housing need. [Emphasis added]”*

This serious supply/demand imbalance, one of the main reasons for high accommodation costs in Jersey, is due to successive failure to deal with population and housing policy. It is affecting landlords and tenants and owner/occupiers alike.

Until this supply/demand imbalance is rectified, affordability of house prices and rents will remain a serious issue that rent controls and open-ended tenancies will not solve.

However, what will make this imbalance situation worse in the rental sector is rent controls, open-ended tenancies and increased administration for landlords and managing agents.

JLA members have clearly indicated that such policies will result in less investment in their properties (whilst still maintaining minimum standards) and/or a desire to sell up some or all of their properties.

If landlords do exit the market, they probably won't sell to other landlords, as other landlords will also be trying to disinvest due to these policies and because new buy-to-let landlords are being actively discouraged by Government.<sup>3</sup>

First time buyers will be less likely to buy than the relatively well-off. Affluent owner-occupiers are also much more likely to under-occupy than tenants. In England, *“Under-occupation was much more prevalent among owner occupiers than in the rented sectors. Over half (53%) of owner occupied households (8.3 million households) were under-occupied in 2021-22 compared with 15% of private rented (684,000) and 10% of social rented (408,000) households”*<sup>4</sup>

According to the Jersey 2021 Census, 11,782 homes in Jersey were under-occupied on census day.

This will reduce the amount and choice of rented accommodation available for tenants and will do nothing to help ordinary families (particularly new families) get on the housing ladder. Reductions in the number of rented dwellings will make the supply/demand imbalance much worse. The £10 million First Step scheme, whilst welcome, is woefully under-funded.

The proposals are similar to laws in Scotland, which are a well-publicised mess – *“The market is already facing a chronic shortage. Karen Turner, of Rettie’s Edinburgh office, said: “In 2014-15, there were around 13,000 rental properties advertised a year in Edinburgh. Today that number is 9,300. That’s a fall of nearly 30pc.”*<sup>5</sup>

In England, where open-ended tenancies are soon to be introduced and higher costs and regulation are the norm, the news is full of the collapse in the availability of rental properties

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<https://www.gov.je/SiteCollectionDocuments/Government%20and%20administration/Objective%20Assessment%20of%20Housing%20Need%20Report.pdf>

<sup>3</sup> Through the 3% stamp duty surcharge second properties

<sup>4</sup> English Housing Survey 2022 Headline Report - <https://www.gov.uk/government/statistics/english-housing-survey-2021-to-2022-headline-report/english-housing-survey-2021-to-2022-headline-report>

<sup>5</sup> <https://www.telegraph.co.uk/property/renting/how-nicola-sturgeons-toxic-cocktail-anti-landlord-policies-killed>

as landlords leave the market, an entirely predictable consequence of over-regulation and the proposed abolition of open-ended tenancies.<sup>6</sup>

The 2024 English Private Landlord Survey<sup>7</sup> asked landlords there to select reasons why they were planning to decrease their portfolio size or leave the sector. From the options given, recent legislative changes (e.g. to benefits, tax relief and stamp duty) were the most commonly selected (66%), followed by forthcoming legislative changes (e.g. the changes to section 21 evictions), which was selected by 44%.

Zoopla stated recently<sup>8</sup> that despite increases in housing supply in England there are still 12 renters are currently chasing each home for rent. They go on to say that:

*“The private rental market in England is facing some major policy changes, which are likely to limit new investment and growth in the stock of rented homes over the next few years. This follows on from tax changes and higher mortgage rates, which have caused many landlords to exit, keeping rental stock levels static at around 5.5m since 2016.”*

There is also very significant evidence that this comes from landlords exiting the market:

*“Polling by research consultancy BVA-BDRC found that in Q1 2023, 33% of private landlords in England and Wales said they planned to cut the number of properties they rent out. This is an all-time high recorded by BVA-BDRC and is up from the 20% who said they planned to cut the number of properties they let in Q1 2022. By contrast, just 10% of landlords now say they plan to increase the number of properties they rent out.”<sup>9</sup>*

In a May 2022 report entitled ‘The Irish Private Rental Market’<sup>10</sup> commissioned from the Institute of Professional Auctioneers and Valuers by the Irish Property Owners Association, the report author states that:

*“housing is currently the greatest challenge facing Irish policymakers. The housing challenge is manifested in a lack of supply of owner-occupier and rental properties; prohibitively high house prices and rents; and a serious problem of homelessness”* and

*“Between the final quarter of 2017 and the final quarter of 2020, the number of tenancies registered with the RTB [the Irish Residential Tenancies Board] declined from 313,002 to 297,837, a decline of 4.8 per cent.”*

The author attributes these falls to rent controls, the ever changing “regulatory and taxation environment facing private landlords” and the lack of an “adequate supply of affordable properties to rent and to buy”.

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<sup>6</sup> BBC - Renting: Number of UK homes available down by a third - <https://www.bbc.co.uk/news/business-65090846>,

BBC - Retiring landlords risk fuelling rental shortage - <https://www.bbc.co.uk/news/business-65298662>,

BBC - Rents hit fresh high as lack of homes available continues - <https://www.bbc.co.uk/news/business-65422183>.

BBC - More pain for renters as landlords look to sell up - <https://www.bbc.co.uk/news/business-65833840>

BBC - London's 'spiralling' housing crisis in numbers - <https://www.bbc.co.uk/news/articles/cgkg54nd5d5o>

BBC - Renters in race for homes as listing time slashed - <https://www.bbc.co.uk/news/articles/cxr33l9dx0yo>

BBC Guernsey - Renters facing 'horrifying' competition for homes -

<https://www.bbc.co.uk/news/articles/cp665ne4ey3o>

etc. ad nauseum

<sup>7</sup> English Private Landlord Survey <https://www.gov.uk/government/statistics/english-private-landlord-survey-2024-main-report/english-private-landlord-survey-2024-main-report#landlords-attitudes-and-awareness>

<sup>8</sup> <https://www.zoopla.co.uk/discover/property-news/rental-market-report/>

<sup>9</sup> Landlords plan to sell properties at record rate according to new research - <https://www.nrla.org.uk/news-landlords-plan-to-sell-properties-at-record-rate-according-to-new-research>

<sup>10</sup> <https://ipoa.ie/>

If the number of privately let units in Jersey fell by 4.8%, this would equate to a loss of 715 dwellings from the rented sector on the basis of the 2021 Census results.

If Jersey does not want to follow England, Scotland and Ireland into the same mess, then it must be extremely careful with the policies it enacts and the message that those policies send to landlords in the market. This is especially true as the changes once made will be essentially irrevocable and not capable of changing for many years to come.

Rent control and/or open-ended tenancies will force landlords out of the market (especially the majority of landlords with few properties<sup>11</sup> or those with big mortgages), exacerbating Jersey's existing housing problems. This may be through choice of individual landlords or through landlords not being able to pay their rising mortgages or repair and maintenance costs (when limited in their ability to increase rent) and then selling up.

When asked in a survey, if the Housing Minister's changes to the Law become law, how likely they would be to sell one or more rented properties, the members who completed the survey responded that:

- **40%** would be **very likely to sell**
- **29.4%** would be **likely to sell**
- **9.4%** would be **unlikely to sell**
- **4.7%** would be very **unlikely to sell**
- **16.5%** **didn't know**

When asked in a survey, if (a) interest rates stay at their current levels or increase in the medium term; and (b) rent controls are implemented which prevent landlords from raising rents to meet increased mortgage repayments, how likely they would be to sell one or more rented properties, the members who completed the survey responded that:

- **38.8%** would be **very likely to sell**
- **27.1%** would be **likely to sell**
- **10.6%** would be **unlikely to sell**
- **7.1%** would be very **unlikely to sell**
- **16.5%** **didn't know**

When asked in a survey, **15.3%** of our members that responded stated that **they have sold or are currently selling a property** because of the threat of the Housing Minister's changes to the current Law.

Not only will this lead to homelessness and Islanders living in unsuitable accommodation, but also a loss of tax revenue on rental earnings for Government. Increasing supply of housing is now key to solving the issues with Jersey's housing market and rent control and/or open-ended tenancies will do more to **decrease** supply than anything else. This will be bad for tenants.

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<sup>11</sup> 85% of individual landlords in the UK own 4 or less rented properties - <https://www.gov.uk/government/statistics/english-private-landlord-survey-2021-main-report/english-private-landlord-survey-2021-main-report--2>



It is unclear what these policies and their unforeseen consequences might do to property prices in Jersey, but they are certainly likely to increase volatility in prices, which is a disincentive to new private development. Any resultant increase in prices will have a further impact on affordability and any resultant decrease will risk negative equity for homeowners especially given very high current mortgage rates.

When asked in a survey, 96.5% of our members that responded thought that there will be **unintended consequences** if some or all of the proposals in the Proposition are introduced.

### Increasing Administration/Red Tape

The JLA keep a track on the legislation and Government schemes that have a direct impact on Jersey's private landlords and at the last count there were 29 such items – please see Appendix 2.

The Proposition calls for increased or new intervention by Government in landlord tenant/relations and increased red tape, for example:

- (a) landlords will need to update lease agreements substantially to comply with the new law including in terms of reflecting the provisions relating to rent controls, open-ended tenancies and fees and charges;
- (b) the policing of rent control and open-ended tenancies will make it significantly more difficult to obtain vacant possession of a property requiring more work to be done by landlords and managing agents and will also require policing by the new Tribunal (which some may find a costly organisation); and
- (c) the introduction of new offences along with new powers of investigation and the introduction of civil penalties will create additional work for Government officers which will require an expanded Housing department.

Red tape is a well-known barrier to increased productivity.

This increase in red tape is particularly worrying given Jersey's low productivity metrics and that one of the Government's stated aim is to "identify opportunities to cut red tape, incentivise start-ups, and help established businesses to grow and thrive [Emphasis added]"<sup>12</sup>.

The Common Population Policy Annual Report 2023 further claims that "*The Council of Ministers' policy direction is to support economic growth both through increasing productivity in existing Island sectors and developing new, highly productive sectors.*"<sup>13</sup>

In passing the Common Population Policy Annual Report 2024 recognised that the private rented sector is key to productivity:

"The priority is to mitigate the difficulties many employers and employees experience when trying to source accommodation within the Registered sector. Ministers intend to take action in this area in 2025. Two approaches are under consideration: an expansion of the range of jobs that qualify for licensed status; and a review of the number of years residency needed to occupy qualified accommodation. In both cases, any expansion would be limited to private rental properties."

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<sup>12</sup> <https://www.bailiwickexpress.com/jsy/news/minister-mission-revive-jerseys-entrepreneurial-spirit/>

<sup>13</sup> Common Population Policy Annual Report 2023 p.23

Minister for Sustainable Economic Development, Kirsten Morel has said that *“Between now and 2040, we need each worker to produce at least 7.5% more value in real terms. The further we are away from this productivity growth of at least 7.5%, the more population growth that will be required. Our challenge is to get as close to that minimum 7.5% as possible.”*

It is unclear how increasing red tape and administration for landlords and Government officers will increase productivity or remove or reduce barriers to doing business.

### **3. SCOPE OF TENANCIES IN PROPOSITION**

It is incongruous that the Minister has chosen to further regulate the already well-regulated self-contained sector instead of tackling security of tenure issues in lodging houses. This sector is less well-regulated and it appears that the Minister will now not have time before the next elections to tackle these, what would seem to be, more concerning issues.

### **4. OPEN-ENDED TENANCIES/NEW RESIDENTIAL TENANCY AGREEMENTS – ‘INITIAL’ AND ‘PERIODIC’**

The Housing Policy Development Board (of which the current Housing Minister was a member) published a Report<sup>14</sup> in 2020 (the **“HPDB Report”**) which acknowledges in relation to the creation of leases with no fixed end date that *“Less flexibility for landlords may mean they are unwilling to let their property and reduce supply on the market”* and that such a policy *“May reduce mortgage availability for buy-to-let landlords as mortgage providers want to be able to recover the asset quickly. As a result, this may reduce private rented supply”*.

The Proposition itself on page 24 states that *“the requirement in new Article 6F that a landlord state a reason for ending a tenancy during the initial term or periodic tenancy will to a certain extent make it more difficult for a landlord to evict a tenant”*.

When asked in a survey, 95.3% of our members that responded disagreed with the replacement of fixed and periodic tenancies by open-ended tenancies with limited reasons to serve notice on a tenant.

#### **Open Ended Tenancies – Rationale?**

The Proposition proposes open-ended tenancies as a way to deal with ‘revenge evictions’ and appears to take the view that there are a significant number of ‘revenge evictions’ taking place in Jersey.

In the vast majority of cases, it is in a landlord's interests to keep a tenant in a property. Voids are expensive as no rent is being received, agency fees will be charged for a new tenant and a property nearly always needs some level of work done when it becomes vacant, which costs money. Landlords therefore usually do have a legitimate reason to give a tenant notice or not renew a lease.

However, the Proposition does not define what a ‘revenge eviction’ is or provide any evidence for how many ‘revenge evictions’ are actually taking place. The Minister himself has been asked this question many times and has failed to provide more than anecdotal evidence of such practice.

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<https://www.gov.je/SiteCollectionDocuments/Government%20and%20administration/R%20Housing%20Policy%20Development%20Board%20Final%20Report%20April%202021.pdf>

It is worth pointing out that the term 'revenge eviction' is a misnomer. All a landlord can do to obtain vacant possession of a property under the current Law is to:

- (a) give notice at the end of a fixed term that a lease will not be renewed (noting that this should not necessarily come as a surprise since this was the original agreement);
- (b) give notice to quit (of 3 months) under Article 6 of the Law to a tenant AFTER a fixed notice period has come to an end (i.e. in a periodic tenancy) unless a fixed term lease contains a break clause – something we believe is very rare; or
- (c) give notice to cure a breach of a term of a lease within 7 days under Article 12 of the Law to a tenant and for the tenant to not comply with the notice (noting that the breach must be "sufficiently serious to warrant termination and eviction"),

although the Minister seems to be complaining more about ending a tenancy under (a) or (b) above.

If the tenant decides not to leave or is unable to leave at the end of the relevant notice period, the landlord must bring eviction proceedings in the **petty debts court – the landlord cannot evict a tenant without the intervention of the court**. A tenant can contest such proceedings by asking the court for a **stay of eviction** – thus **protecting tenants** from 'no fault' evictions. The court has a **very wide** discretion to (and frequently does) grant such stays, sometimes for many months and can take a wide variety of factors into account when deciding on a stay (including **poor quality premises** and **bad behaviour by landlords** – see Article 15 of the Law - appendix 3).

The overwhelming experience of our members is that Article 6 of the current Law is used sparingly by landlords, but in situations where it would otherwise be a painful process for all concerned for the landlord/tenant relationship to come to an end.

#### Open Ended Tenancies – Flexibility

Open-ended tenancies will make terminating a lease a lot less flexible for landlords. They would mean that landlords would need a special reason for terminating a lease.

A relationship between a landlord and a tenant may simply break down for one reason or another - perhaps either party's expectations are not met – e.g. perhaps rent is paid but habitually not on time or tenant simply doesn't get on with others in a block. There is certainly a grey area where either the tenant or the landlord can behave in an upsetting way to the other party/other tenants/neighbours but this may not constitute breach of lease or is behaviour which is difficult to prove. This can be stressful for both parties, therefore the non-renewal of a lease brings the tenancy to an end, in a relatively easy and positive way, without the need for court proceedings, which if they result in eviction, may then blight the tenant's record. The reason why 'no fault' notice was originally placed in the current Law is to account for such possibilities.

Without this provision, landlords may feel trapped in a tenancy agreement that they no longer want to continue, leading to financial and legal problems and resulting in them being less willing to let their property.

### Removal of Fixed Term Tenancies

Currently many landlords are happy to provide their tenants with rolling fixed term leases of 1, 2, 3 etc. years to suit the tenant and our experience is that many tenants are happy with this.

This provides certainty to both parties and the removal of this ability will certainly make it more difficult for landlords to plan repair works around the end of a tenancy as a tenant in a periodic tenancy will be able to give 1 month notice to a landlord of their intention to leave (Article 6E of the Law, as amended).

This will have the **unintended consequence of increasing void periods between tenancies and making the market more inefficient.**

At present, it is still difficult for many landlords to find workmen to undertake necessary works on properties between tenants in a timely fashion. As much notice as possible is required to find a workman and it can take many weeks to find someone, agree a price and get the work done.

If a landlord has only one month notice of this (as opposed to 1 year or more of a fixed term) then it will mean rented dwellings being off the market (and not housing the people of Jersey) for longer. The effect of this policy across the whole of the market could be substantial.

Many of our members have pointed out that tenants are actually better off in a fixed term tenancy than in the proposed periodic tenancy. This is because landlords are not currently able to give notice to tenants in a fixed term tenancy for many of the new grounds set out in the Proposition (e.g. sale/change of use, renovation, moving in a family member or helper) unless those terms are specifically set out in a break clause. The evidence from our members points overwhelmingly to the fact that very few landlords include such break clauses in leases. So, tenants will be worse off in terms of their security of tenure under a periodic tenancy in this respect.

### Fixed Term Tenancies of Three Years

Whilst the retention of one 'initial' fixed term of up to three years is welcomed, the JLA would prefer not to see the removal of fixed term tenancies at all.

Furthermore, we believe that three year initial fixed terms may drive **undesirable unintended consequences** in the market, in that some landlords may be so concerned about not being able to have a longstop of three months under a current Law periodic tenancy or the end of a fixed lease to remove a tenant who is causing issues, that they may opt to in effect swap tenants every 3 years in order to have the ability to remove a potentially troublesome tenant and avoid the tenancy become a more limited periodic tenancy.

This effect is amplified when rent controls are factored in as a landlord may feel that they in times of high inflation that they would like to give notice at the end of an initial term in order to mark their rents to market.

This policy could drive significant turnover in the market every 3 years which would contribute to **less** tenant security in a home.

We are not arguing that this part of the policy should be removed because it gives a useful probation period for landlords (and tenants), but rather that the whole policy is wrong-headed.

## Open Ended Tenancies – Misallocation of Housing/Rightsizing/Skewing of Housing Market

Many of our members say that they are happy to let their properties to 'higher risk' tenants who have no rental history or a poor credit rating, on the basis that if anything goes wrong with the relationship, they will have the flexibility to give appropriate notice to the tenant and end the relationship.

This policy will make landlords consider who they let their property to a great deal more carefully than before, as a tenant could be in a property for a lifetime. One **undesirable unintended consequence** of this policy will therefore be less choice of housing options for tenants.

The policy will also seriously limit the possibility of rightsizing. Many of our members like to encourage their tenants to move into properties which are the right size for them (i.e. where a tenant is under- or over-occupying a rented dwelling, noting that "*A lack of adequate space for living and sleeping.*" is one of the 'prescribed hazards' in Health and Safety legislation<sup>15</sup>) as a matter of good estate management. If a tenant does not want to move, this policy will allow them to stay as long as they want.

This results in a misallocation of housing and will also **decrease the overall availability of housing**, as homes may be **under-occupied**. This will mean that other tenants will be unable to find a suitable rented home or any home at all. This cannot be good for tenant choice.

Whilst the Minister has allowed social housing providers to give notice where homes are under-occupied, he has not extended the same ability to the private rented sector. This seems incongruous and unfair, especially as the English Housing Act 1988 includes the provision of 'suitable alternative accommodation' as a **discretionary ground** for possession to all landlords.

NB The analogous grounds for possession are set out in Schedule 2 to the Housing Act 1988. Some of these grounds are to be updated and added to in the proposed English Renters Rights Bill (the "**RRB**") currently making its way through Parliament.

## Open Ended Tenancies – Analysis of reasons to end a tenancy

The JLA has fundamental concerns with the concept of open-ended tenancies and does not endorse the changes being proposed by the Housing Minister under Articles 6F and 6G of the Law, as amended. However, we set out below our concerns and queries relating to the reasons that are proposed for ending a tenancy.

As a general comment, proving these grounds for possession is now going to be more difficult for landlords and this may put them off letting their properties. JLA members have reported very serious difficulties obtaining written witness statements from neighbours in nuisance claims, where such neighbours can be seriously intimidated by the tenants causing the nuisance. The use of 'no fault' notice provides a longstop for landlords in these difficult situations allowing them to regain possession in a situation where this might be very difficult.

- (a) **Sale or change of use** – this is not available for landlords within the initial term (which could be up to 3 years). We note that the RRB will introduce a similar ground for

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<sup>15</sup> Under the Public Health and Safety (Rented Dwellings – Minimum Standards and Prescribed Hazards) (Jersey) Order 2018

possession which cannot be used within the first 12 months of the tenancy only. It seems unfair to restrict a landlord to using this ground for up to 3 years.

- (b) **Renovation** – we note for the sake of clarity that the Housing Minister’s officers have confirmed that this definition would include ‘demolition’ of a property (which is part of the analogous ground in the English Housing Act 1988), even though this is not explicitly referred to in the Proposition.
- (c) **Use by landlord’s helper** – it is unclear how the requirement that “*the residential unit is near where the landlord lives*” in new Article 6G(2)(d)(ii) and the requirement that “*the type and regularity of the help requires the helper to live near the landlord*” in new Article 6G(2)(d)(iii) is meant to apply and what ‘near’ will mean in this context. Given the disastrous consequences of getting this wrong (a potential £10,000 fine) more clarity is a must. Some of our members have queried whether a 6 months’ notice period will be too much (in the case of a longstanding tenant) because infirmity can strike suddenly and, as such, please consider whether this should be restricted to 3 months in all cases.
- (d) **Serious breach of tenancy agreement** – it is unclear whether the requirement that the breach of the tenancy agreement has to be “*sufficiently serious to justify the landlord ending the tenancy*” in new Article 6G(2)(g)(i) is any more onerous than the requirement in Article 12(4) of the current Law that the breach is “*sufficiently serious to warrant termination and eviction*” and the JLA would like the Panel to put this to the Minister.
- (e) **Breach of ownership document** - we note for the sake of clarity that the Housing Minister’s officers have confirmed that the definition of ‘ownership document’ would include ‘a contract of purchase of property, even though this is not explicitly referred to in the Proposition.
- (f) **Residence left empty** – A specific concern has been raised by a group of our members as to whether the wording of this ground will be sufficient to end a tenancy where a tenant is convicted of a crime serious enough for them to be sent to prison. The concern turns on what ‘significant’ means in the phrase “*the landlord reasonably believes that the unit will remain empty for a significant period unless the tenancy is ended*” (Article 6G(2)(k)(iii)). Ultimately the courts will decide what is significant, but guidance as to when a landlord could provide notice, given the disastrous consequences of getting this wrong (a potential £10,000 fine) is imperative.
- (g) **Tenant’s illegality or nuisance** – Immorality - In the English Housing Act 1988, ground 14 uses the words illegal or immoral activity. We understand that this wording features in the English legislation to discourage the keeping of a brothel or engaging in prostitution at a rented dwelling, which may not necessarily be illegal, but is likely to create serious concerns for a landlord and neighbours (see Patel v K&J Restaurants [2010] EWCA Civ 1211). There is a documented case of a brothel being run in Jersey in 2014<sup>16</sup>. This concept of immorality should be added to this ground and should also be added to Article 15(2)(f), from where it will be deleted by the Proposition.

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<sup>16</sup> <https://www.bbc.co.uk/news/world-europe-jersey-30530120>

Nuisance as a ground - Nuisance in the Proposition is a “*repeated or serious nuisance in the residential unit; or interference with the reasonable peace, comfort or privacy of a neighbour of the residential unit*” and is a **discretionary ground for possession**.

However, in England and Wales, the Housing Act 1988 provides that ‘serious anti-social behaviour’ by a tenant is a **mandatory ground for possession**. This would cover: conviction for a serious offence involving the residential dwelling or landlord; breach on an injunction involving the residential dwelling or landlord; breach of a criminal behaviour or closure order (which Jersey does not have); and conviction for a breach of a noise abatement notice or a court order relating to noise nuisance.

Given that there will also be a discretionary ground under the ‘serious breach of tenancy’ ground (since most leases will have a no nuisance clause), we feel that the illegality or nuisance ground should be made a mandatory ground in new Article 11(3)(b).

Requirement for third party evidence - It is unclear why a restriction has been inserted into this ground that a police officer or a States’ employee with a relevant enforcement or regulatory function must attend. This represents an unreasonable restriction on the ability of a landlord to use this ground. Whilst the evidence of a police or housing officer may be very useful in eviction proceedings, it may be difficult to get a housing officer to attend a serious nuisance after office hours and it may be difficult to get a police officer to attend repeated, but more low level nuisance. JLA members have reported difficulty getting Environmental Health officers to attend statutory nuisance situations timeously.

We believe that this restriction should be removed, as it will still be necessary to prove that a repeated or serious nuisance or interference with the reasonable peace of a neighbour has occurred (which may require witness statements, video and sound recording evidence to prove).

### Suggested Additional Grounds

A number of other grounds for possession have been suggested to the Minister in discussions with the JLA, but have not been adopted into the Proposition. If the part of the Proposition relating to open-ended tenancies does become law, we would like to see the addition of the following grounds of possession:

- (a) **Serious rent arrears** – the English Housing Act 1988 includes ‘serious rent arrears’ as a **mandatory ground** for possession. An English court must order possession if the tenant owes at least **8 weeks’ rent** if they pay weekly or fortnightly, **2 months’ rent** if they pay monthly or **3 months’ rent** if they pay quarterly or yearly. This will give a landlord some comfort that much more serious rent arrears will not build up over a lengthier court process if this ground remained a discretionary one.
- (b) **Enforcement action** – The English RRB proposes a new **mandatory ground** for possession where a landlord needs to end a tenancy because it would be unlawful for them to maintain the tenancy due to enforcement action against them. In Jersey, this might include the removal of a licence under the Public Health and Safety (Rented Dwellings) (Licensing) (Jersey) Regulations 2023. If a landlord did not have this ground for eviction they would be caught between criminal penalties for allowing a tenant to

stay in an unlicensed property and not being able to evict a tenant (or not being able to do so in an appropriate time), which would be manifestly unjust.

- (c) **Breach by the tenants of other laws** - Behaviour or actions by the tenant which might put a landlord in danger of breaching other laws (such as the public health and safety laws, planning laws, fire safety laws, construction health and safety laws etc.) should also be a **mandatory ground** for possession.
- (d) **Domestic Violence** – the English Housing Act 1988 includes ‘domestic violence’ as a **discretionary ground** for possession. The English court can order possession on ground 14A if one member of a couple has left the property because of domestic violence from the other partner and is unlikely to return, on the basis that the perpetrator of the crime should not be allowed to profit from their actions and the victim should be allowed to return to the rented dwelling.
- (e) **Persistent delay in paying rent** - the English Housing Act 1988 includes ‘persistent delay in paying rent’ (albeit that there are no rent arrears at the time of the notice being given) as a **discretionary ground** for possession. An English court might consider factors like the impact of late payment on the landlord's finances. For example, whether the tenant's late payments have caused the landlord to breach their mortgage agreement.
- (f) **Damage to property** - Malicious or negligent damage to property, furniture or common parts/insalubrious living conditions caused by the tenant or behaviour likely to cause a serious risk to a property (for example, keeping of accelerants or hoarding flammable materials at a property) should also be a ground for possession. The English Housing Act 1988 includes ‘Deterioration in the condition of the property’ and ‘Deterioration of furniture’ as **discretionary grounds** for possession.

These additional grounds may also need to be added in to Article 15 in order that the court could consider these factors in ordering a stay of eviction.

#### Mandatory Grounds for Possession

The Proposition currently provides that the court must order an eviction if a **mandatory ground** for possession is proven (amended Article 11(3)) because there is a recognition that a landlord has a real need to take possession of the property. **However**, a tenant may **still apply for and be granted a stay of eviction** (under Articles 14 and 15).

The analogous position under English law (the Housing Act 1988) is that if a **mandatory ground** has been proven, a tenant can apply to suspend or stay the warrant of eviction, but **only in limited circumstances**. Courts in England only very rarely grant a stay where a mandatory ground has been proven.

If the Proposition becomes law, it should be on the basis that it is amended to substantially limit the grounds under which a tenant can apply for a stay of eviction if a mandatory ground has been proven.

#### Stay of Eviction – Additional Grounds

We note that the Proposition will amend Article 15(2) of the current Law to remove from the requirement that the petty debts court consider whether a tenant has used a residential



dwelling for an immoral purpose. As set out above, this wording relating to immorality should be reinstated.

## 5. **RENT CONTROL**

### Rent Control - General

Rent control (even third tier such as is being proposed in the Proposition) is a policy which is discredited by most economists and governments for a number of reasons, including that it can actually:

- lead to a reduction in the **quality** of rented dwellings (because landlords are less willing to invest in dwellings if improvements will not be covered by increased rent); and more importantly
- lead to a reduction in the **quantity** of rented dwellings (because landlords will sell and exit the market as their investment will become unviable or they will find it difficult to cope with increasing costs and administrative obligations).

Rent controls can also discourage investment by the private sector in building new rental units.

These consequences are contrary to Jersey's urgent need to increase the number of rented dwellings and maintain/increase living standards for tenants. The States of Jersey Economics Unit said in November 2014<sup>17</sup> that:

*"economic theory, supported by evidence from actual experience, suggests that rent controls: reduces the availability of rental housing; reduces the quality of rental housing; causes misallocations of housing; are difficult to administer; [and] do not achieve the distributional goals they are advocated as the solution for."* and

*"Rent controls create substantial inefficiencies in housing markets without any redeeming contributions in terms of redistribution or fairness objectives."*

Even the HPDB Report acknowledges that:

*"rent stabilisation could encourage landlords to sell, thereby bringing greater supply of homes for owner occupation on the market. However, this could exacerbate the shortage of rental accommodation."* and

*"The quality of rental properties could decrease as landlords are disincentivised from investing in their properties."* and

*"A significant risk is that rental growth becomes the norm and, therefore, rent increases could occur, where historically landlords have not uplifted rental values."*

Neither of these effects would be good for tenants. The States of Jersey Economics Unit went on to say that:

*"The evidence on the effect of third-generation rent controls is more ambiguous, and as a consequence they have more support and are in use in a number of jurisdictions, including*

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<sup>17</sup> Rental Sector in Jersey: Proposed Policy Direction - report by Minister of Housing – 29 July 2015 – page 23 - <https://statesassembly.je/getmedia/7df72ef7-f608-4a37-b4da-9019a41284f0/R.87-2015.pdf?ext=.pdf>

*Jersey. However, even in this weaker form, most economists believe that rent controls do more harm than good (Jenkins 2009). [Emphasis added]*<sup>18</sup>

*“In addition, third-generation rent control creates an incentive for tenants to stay in the same property, which reduces the turnover in the rental market.”*

*“There is also evidence that rent controls, particularly second and third generation controls, create an incentive for tenants to remain in a property for longer than they would otherwise, and an incentive for landlords to select short-term tenants so that they are able to adjust rental prices between tenancies.”*

*“If the objective is to support those on low incomes in obtaining affordable housing, then this objective would be better achieved using other policy levers such as the tax and benefit system. If the objective is to reduce the price of rental housing then there are only two options; (1) increase the stock of rental housing (or the supply of housing more generally), or (2) reduce the demand for rental housing. [Emphasis added]*”

When asked in a survey, 90.6% of our members that responded disagreed with rent controls being imposed in Jersey.

It is also worth pointing out that **advertised private sector rents** (unfortunately the only indicator of rents that we have in Jersey) **have fallen in line with house prices every quarter since Q3 2022**<sup>19</sup>, indicating that the market is correcting itself and that further intervention will have unintended consequences.

The English Renters Reform Bill does not propose caps on rents and the UK Labour Government has explicitly stated that it does not support the introduction of rent controls, citing concerns that such measures could discourage investment and lead to declining property standards. It will however introduce a way for tenants to challenge rent increases which exceed market rates similar to the Rent Control Tribunal that is still on the statute books in Jersey:

*“However, he added, “the government sincerely believe that the introduction of rent controls in the private rented sector could harm tenants as well as landlords as a result of reduced supply, and discourage investment”<sup>20</sup> – Matthew Pennycook, MP, Minister of State for Housing and Planning.*

### Rent Control – Rationale

The stated object of restricting rent rises to RPI (capped at 5%), is to introduce a statutory safety-net to protect tenants from incidences of excessive, unreasonable, or unexpected rent increases. Unfortunately the proposed cap does not take into account the fact that many landlords costs have increased by substantially more than RPI (or 5%) in recent years.

Given that the price of building materials has risen by significantly more than inflation over the past few years, due to scarcity of materials following the pandemic and war in Ukraine, and maintenance requires building materials, it is not right that landlords are restricted to RPI or capped increases in this way.

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<sup>18</sup> Rental Sector in Jersey: Proposed Policy Direction’ - report by the Minister of Housing – 29 July 2015 – page 25

<sup>19</sup> <https://stats.je/wp-content/uploads/2025/04/R-House-Price-Index-Q1-2025-SJ20250501.pdf>

<sup>20</sup> Matthew Pennycook MP - <https://www.bbc.co.uk/news/articles/ckgyr4g9k9vo>

The cost of labour has also risen significantly recently for many reasons including the cost of living crisis, the increase in the minimum wage and the introduction of the living wage.

Some anecdotal evidence puts the cost of building repairs and maintenance as having increased by 40% in the last 2 years.

Insurance company indexing is set by the Royal Institute of Chartered Surveyors and has increased radically over the last few years due to increased costs of materials. In maintaining property, all landlords are subject to these very same material and labour costs and, indeed, the increased cost of insurance premiums that such index-linking creates.

Further, any cap in rent is likely to cause landlords to put their rent up every year by the allowed index, market conditions permitting, even if they have not put rents up in 5 or 10 years, as they will feel that they may not be able “catch up” with a fair market rent in future (see our comments later on the Tribunal).

In a situation where RPI was running significantly above 5% landlords will lose out significantly more and whilst the States may modify the 5% cap by Regulation, this would need to be done quickly. The JLA has little trust in the Government to get this right in a timely fashion, especially considering the very limited data sets available to Government relating to housing generally and rent specifically. The rent data collection proposals in the Proposition will do nothing to alleviate this fear, given that the data will be collected only every 2 years.

#### Rent Control – Fairness and Exemptions

Rent control would disproportionately affect landlords as a part of Jersey’s society and economy, as increases in their incomes will be fixed whilst their outgoings (mortgage repayments, repairs, maintenance, renovation, utilities, professional services) may increase at rates significantly above RPI.

The Government would not legislate to force any other sector of the economy (builders, architects, retail, the government itself etc.) to limit their ability to increase prices in this way.

During the Covid-19 pandemic every landlord had their rents frozen for 6 months with little complaint<sup>21</sup> and many more voluntarily froze rents for a further 6 to 18 months. The JLA contacted our members (and other landlords through a press release) in 2022 to ask them to voluntarily reduce any future rent increases as they are able. The Report to the Proposition even states on page 12 that *“During the most recent period of high inflation, there is some evidence that landlords exercised restraint, and many increased their rents significantly below inflation, if at all.”*

Yet government seeks to impose rent controls on private landlords and then states that social housing will not be subject to the same rules. We note that Andium between 2013 and 2018 increased rents by RPI+0.75% per year. We are concerned that this will lead to an increase in general inflation and rental inflation in Jersey. From 2018 to date, Andium has increased rents by RPI+0.75% with a floor of 2.5% and an increase of 4%. So if inflation falls to below 3.25% (as currently), Andium will once again take an above inflation rise.

This is unfair on the private rented sector. Jersey makes much of the fact that it wants to be treated on a ‘level playing field’ in its international affairs. It is at best incongruous that rent control legislation will apply to the private rented sector and not the social rented sector. At the worst, this will create a two tier rented sector, where in the wrong conditions the public sector will start to be more expensive than the private sector.

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<sup>21</sup> <https://statesassembly.gov.je/assemblypropositions/2020/p.42-2020.pdf>

The Report to the Proposition states at page 11 that “*The Jersey Opinions and Lifestyle Survey Report 2024 has also reported that half of adults living in rented property felt they had a significant rent increase in the last 3 years, and of those adults, 64% reported finding it difficult to meet the cost of their housing*”.

**However**, that the Jersey Opinions and Lifestyle Survey Report 2024 also reports that:

*“Adults living in social rental accommodation were most likely to report that they had experienced a significant rent increase in the last 3 years (57%) [Emphasis added]”* and that

*“More than half (53%) of households living in social rental accommodation found it difficult to meet the cost of their housing compared to a fifth (21%) of households living in owner occupied homes. [Emphasis added]”*

It seems **incongruous and unfair** that the majority of the problems with increasing rents seem to be in the **social rented sector**, but that they are to a large extent exempted from rent controls whereas the private rented sector must comply with rent controls.

#### Rent Control - Pensioner Poverty

A substantial number of Jersey landlords own a property to supplement their State pension (which currently provides £14,898.52 per year). Rent controls will directly lead to pension poverty amongst elderly landlords. High earners (e.g. professionals working on a short contract in Jersey) also rent. By freezing all rents Government may be taking money from poor pensioners to give to rich tenants! As pensioners no longer work, they will never be able to make up this financial loss. For landlord pensioners the ensuing financial hardship would be permanent.

#### Rent Control – one increase per year

The JLA is supportive of such measures designed to create certainty between parties.

#### Rent Control – Minimum Notice Periods – 2 months

The JLA is supportive of such measures designed to create certainty between parties.

### **6. RENT TRIBUNAL**

As has been outlined above, the JLA has serious concerns about the imposition of rent controls on private sector landlords. The creation of a rent tribunal, being a necessary consequence of the rent controls proposed by the Minister, is therefore not required if rent controls do not become law. However, if some version of rent controls do become law, we have the following comments.

#### Exceptions

Whilst it is useful that exceptions have been provided to the hard rent cap proposed by the Minister, there is very little detail in the Proposition or any of the supporting documentation as to **how** the Tribunal will interpret the exceptions, which are vitally important to landlords, i.e. where:

- (a) a landlord has made **capital improvements** to benefit a tenant (e.g., new kitchen or insulation); or
- (b) the current rent is **significantly below market value**.

At present, a landlord will have **no certainty** as to whether a rent increase will need to be 5% or 50% behind market rate in order for it to increase as there is no definition of what 'significantly' means.

Also, there is little guidance about what 'improved to the tenant's benefit' would mean in practice or what kind of a rent increase the tribunal would consider reasonable depending on the improvement.

Whilst it may be argued that these details will follow, States Members, landlords and tenants must have some explanation now of how the Tribunal is to fulfil this important role in order to decide whether this will be fit for purpose.

If it is the case that the Tribunal will take a very restrictive view of what these terms mean, then landlords (and States Members) will have very little confidence that the Tribunal will do the job that the Minister says it will do.

Furthermore, it is not clear what data the Tribunal will rely on to make determinations about market rents in the absence of rental data both:

- (a) before rent data is collected in the next round of dented dwelling licence applications in July 2026; and
- (b) in each two year gap between new rental data being collected – rents can fluctuate significantly over a one year period let alone a two year period and the Tribunal risks doing injustice to landlords and tenants if it relies on data which is potentially almost two years out of date.

Whilst the Proposition suggests that data will have to be adduced by landlord and tenant in such circumstances, this will not make for an easy process.

#### Change by Ministerial Order

The JLA is concerned that very little has been said publicly (or in the proposition or guidance notes) about the power of the Minister to **reverse the roles** of who will need to make an application to the Tribunal.

Article 23(2)(la) of the amended Law would allow the Minister to pass a ministerial order making Article 7D have the effect of a **landlord** (rather than a tenant) being required to apply to the Rent Tribunal to request a rent increase above the statutory limit (Article 7D)(4)). This would be entirely within the gift of the Minister and we feel that this power should be subject to a decision of the States Assembly, therefore that it should become a Regulation making power.

### Timing/Efficiency

It is unclear at the moment when the Tribunal will be fully constituted. Our members have reported concerns that if it is not fully constituted before the other elements on the Proposition come into force, some landlords (but mostly tenants) will be left with **no means to challenge above-rent cap levels**. If the Proposition becomes law it must not be brought into force before the tribunal is fully constituted.

In order to be considered a success, the Tribunal will need to be **quick and efficient** at hearing cases and rendering a reasonable judgment. There are notably **no guarantees of service levels and timings** for the hearing of cases and giving of judgments by the Tribunal in the Proposition and the Minister must give these prior to the States debate in order for States Members, landlords and tenants to be comfortable that the Tribunal will provide a valuable service for the public of Jersey.

### Experts

It is unclear from the Proposition whether the parties will be allowed to have legal support in making their cases and whether expert evidence may be adduced. These are important considerations which must be clarified before the States debate on the Proposition.

### Cost

We would query whether a cost of £130,000 per annum (which will presumably increase by RPI (but of course no more than 5% per annum)) is an efficient use of public money if only 40 cases will be dealt with per year. That is an average cost of £3,250 per case per annum.

### Political Bias

Our members (particularly our Committee members) have concerns as to whether political bias will determine who will sit on the Tribunal, as the Housing Minister has publicly confirmed in the States that he will not allow JLA Committee members to be members of the tribunal.

Why are executive members of the JLA to be excluded from sitting on the rent control tribunal (see response to Deputy Ahier's supplemental question without notice to the Housing Minister of 22 April 2025, morning session)?

We would like to understand exactly the nature of the conflict of interest which the Minister believes would apply to the JLA committee and not to a JLA member or other landlord.

We believe that this decision is unjust, particularly given that the members of the Tribunal would be required to take an oath to carry out their functions well and faithfully before the Royal Court (Article 13D(1)) and to disclose conflicts of interest. Would an executive member of a tenant representative body or a lawyer who had acted for tenants in disputes previously be similarly excluded?

Whilst the States Assembly will be able to vote on who the Minister chooses to be a tribunal member, it will be the Minister who will choose who to put forward to the States Assembly.

A Tribunal that does not have a balanced mix of tenants and landlords with appropriate property experience will command the trust of neither party nor the public.

## Alternatives

The JLA would however be open to discussions on how a housing tribunal with a wider remit to deal with landlord and tenant issues could benefit the Island's tenants and landlords.

### **7. RENTS CHARGED DATA**

The JLA Committee is generally supportive of efforts to capture better data about the housing market, as this will lead to less decisions being taken in the absence of data. We would, however, prefer for **useful data to be collected first**, however, before bringing in open-ended tenancies and rent controls, so that that data can inform the States Assembly about the real need (or not) for introducing rent controls and open-ended tenancies.

As mentioned above, **capturing data about rents every two years is not often enough**. Also we believe that this is an opportunity to capture much more useful data.

Collecting, using and publishing near-real time data about housing in Jersey would mean real benefits for policy making going forward and will stop policy making in a void or by relying on anecdotal evidence.

We would like the Minister to capture rental market data about cost, location, tenure, turnover rates, trends, whether provision is sufficient for current and projected population, where provision is falling and why (e.g. the lodging house market) and what issues are landlords and tenants facing. This could be accomplished through the Control of Housing and Work (Jersey) Law 2012 or the Register of Names and Addresses (Jersey) Law 2012.

Given the severe penalties associated with not making a return of this data (a £1,000 fine) and the serious issues with the roll-out of the rented dwelling licence scheme (where it was impossible to make an application if a landlord had no access to a computer), the **Minister must commit to providing an easy to use way of submitting this data to Government, which will include paper forms**. Many of our members are elderly or do not have ready access to a computer. Government must make sure that they are able to fulfil their legal obligations easily.

### **8. FEES AND CHARGES**

We are generally supportive of efforts to increase the transparency of fees in lease agreements. This will create more initial work for landlords but we believe that this would be in the long term interest of landlords and tenants.

We trust that appropriate guidance will be issued to landlords and tenants in due course in relation to how to comply with this requirement.

### **9. UNINHABITABLE RESIDENCES AND LANDLORD INSURANCE**

#### Uninhabitable Property

The JLA is supportive of minimum standards as they relate to rented dwellings in Jersey (as covered at length in the Public Health and Safety (Rented Dwellings) (Jersey) Law 2018) and of the position in Article 9 of the Law as it will be amended by the Proposition.

We would however query why the petty debts court is not added to the list of entities that can decide whether a residential unit is uninhabitable or not.

### Insurance

Whilst we believe that a landlord would be extremely foolish to not take out reasonable insurance cover for their rented dwellings, we agree that including the requirement that landlords hold appropriate insurance will be unlikely to change things for a landlord and is therefore acceptable.

Whilst there is some disparity between the requirement that landlords hold insurance and the lack of a similar requirement for tenants, we will be advising our members to include such a requirement in their leases and to be assiduous in obtaining yearly confirmations of insurance from their tenants in future. We trust that appropriate guidance will be issued to landlords and tenants in due course in relation to how to comply with this requirement.

## **10. CONTACTING A LANDLORD**

We are supportive of efforts to increase compliance by landlords, as long as this continues to be done in a light touch way. Whilst this provision is somewhat duplicative of the licence conditions contained in a licence issued under the Public Health and Safety (Rented Dwellings) (Licensing) (Jersey) Regulations 2023, most landlords will already comply with this requirement.

We trust that appropriate guidance will be issued to landlords and tenants in due course in relation to how to comply with this requirement.

## **11. TRANSITIONAL ARRANGEMENTS**

The transitional provisions relating to the keeping of existing fixed terms past the date on which the Proposition comes into force are helpful. Landlords will however need to be very careful about their options when a fixed term comes to an end. We trust that appropriate guidance will be issued to landlords and tenants in due course in relation to how best to manage this decision.

In relation to Schedule 3, paragraph 2(3) – it has been confirmed to us by the Minister’s officers that a consent given under an existing lease will not be a variation for these purposes, but that if a consent is given which has any conditions attached to it, this will be a variation and will probably meant that the landlord will have inadvertently given a tenant a periodic lease under the amended Law.

An example would be where a lease contains a clause only permitting pets with the landlord’s consent. If a tenant asks for a pet and the landlord provides consent subject to the condition that the tenant pay an extra 2 weeks deposit to account for the higher probability of pet related damage to a dwelling, this will count as a variation.

Landlords would be well advised to not grant such consent in these circumstances if they do not want the transitional provisions to be disapplied and this will be frustrating and unfair for both landlord and tenant alike.



These provisions should be amended to clarify that a **consent under the provisions of a current lease with reasonable conditions attached, will not be a variation for these purposes.**

## **12. OFFENCES AND PENALTIES**

### Offences

The JLA Committee is **deeply suspicious** of a move to criminalise landlords through **substantial fines and imprisonment.**

£10,000 may be one years' rent for a pensioner landlord with one rented dwelling. Given the uncertainty around the interpretation of some of the grounds for possession (see above) a landlord may find themselves all too easily accused of recklessly misleading a tenant and receiving a very substantial fine.

We are not aware of any analogous provision in English law criminalizing landlords in this way.

## **13. REGULATIONS AND ORDERS**

### Secondary Legislation Generally

The JLA is deeply suspicious of secondary legislation being brought in after primary legislation where the rules made and powers granted to Government pursuant to such secondary legislation are not **strictly administrative** in nature.

Not dealing in detail with all of the matters that the Minister wants to address in one primary law will create business uncertainty which will lead to protective behaviour by landlords (such as under-investment in properties or leaving the market), agents and lenders.

Furthermore, any powers set out in secondary legislation, which have the ability to amend primary legislation (known as Henry VIII clauses) are widely discredited as they have the ability to allow the executive arm of Government to overrule the law-making powers of the legislature.

If changes are required to be made to primary legislation then these can be made **at the time** that such changes are required by way of amending legislation.

### Regulations

Generally, all regulation should have a full cost benefit analysis and be subject to proper consultation in the same way as a law.

Furthermore, the JLA is concerned that any powers set out in primary legislation to make secondary legislation will give rise to a false view in the minds of States Member that the passing of such legislation should be mandatory. This certainly occurred with many States Members thinking that they were obliged to vote for the rented dwelling licensing scheme in the previous Assembly, as provision was made that such a scheme **may** be introduced.

We have the following comments on individual proposals for regulations:

- (a) Change Rent Cap – the concern here is that a future States Assembly will not act quickly enough to increase the cap (a difficult political decision and not a vote winner) in times of high interest rates in the future, to the serious detriment of landlords.

- (b) Civil Penalty Scheme – The JLA is deeply suspicious of a future civil penalties regime and what this will mean for landlords. A government officer should not determine whether an offence has been committed, as this is a function of a fact finding court such as the petty debts court. We will want to know what safeguards will be put in place to ensure that government officers will only be able to give penalties where these would be given in a court process. Jersey's Courts have a duty to be unbiased and to find out the facts. Will Government hold itself to the same standards?

What criteria will be applied to the finding of fact by such Government officers. Will appropriate weight be given to various types of evidence? Will the principles of natural justice be adhered to? What test will government officers apply to these offences? Beyond reasonable doubt? Innocent until proven guilty?

It seems inappropriate for a Government officer to give a civil penalty to a landlord where that officer or one of its colleagues may have served the initial notice in the first place. What checks and balances will exist to ensure that this process will be as fair as possible (a function that is usually entrusted to the courts)?

Whilst it is acknowledged that Jersey's financial services industry has already adopted a system of civil penalties, that industry is much bigger and better funded than Jersey's plethora of smaller landlords. We contend that it is inappropriate to target landlords with a regime that has been considered in a great deal more detail for a much more sophisticated industry, that has access to greater resources in the form of compliance officers and consultancies. Furthermore our members would like to know what will be done with the money raised from the civil penalties scheme.

- (c) Powers of Investigation - Whilst the JLA is broadly supportive of efforts to increase the compliance by landlords with minimum standards relating to properties and tenancies, this section (particularly when coupled with the introduction of new offences and civil penalties) seems to be sending a message to landlords that their role in society is gradually being criminalised and care needs to be taken not to put off the vast majority of 'good' or 'trying to comply' landlords, to tackle the 'bad' landlords. When asked in a survey, 84.7% of our members that responded disagreed that new landlord offences should be created and Government officers should have new powers to investigate and give fines to landlords.
- (d) Provision of Documents - We note that the provision of documents is already available to a party through the 'discovery' process in both civil and criminal legal proceedings.

## Orders

The concerns raised above in relation to Regulation making powers apply equally to Order-making powers, but with even more force since such powers will not be subject to approval by the States Assembly. In general, such legislation is dangerous and puts too much power in the hands of one Minister and removes the oversight of the States Assembly, who are duty bound to keep a watchful eye on the excesses of the Executive.

We have the following comments on individual proposals for orders:

- (a) Landlords being required to apply to the Rent Tribunal – please see the sub-section entitled Change by Ministerial Order under section 6 (Rent Tribunal) above.
- (b) Legal qualifications – why would the Minister need to exclude the requirement for the chair and deputy chair to have a legal qualification?

#### **14. A BETTER WAY?**

The JLA proposes that Government should instead:

- (a) redress the housing supply/demand imbalance;
- (b) effectively enforce current laws (with minor amendments); and
- (c) introduce landlord and tenant education and guidance,

to tackle the problems faced by the participants (landlords AND tenants) in the housing sector.

Thank you for the opportunity to communicate our and our members' view to you.

Yours sincerely

**The Committee**

**Jersey Landlords' Association**

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## **APPENDICES**

### **APPENDIX 1 - JLA Member responses to consultation on Proposition**

I accept I may have misinterpreted elements of this paper due to the complexity of the topic but it seems to me that this proposed law is not a sledgehammer to crack a nut but more like a nuclear bomb with the negative effects going to be felt across the wider housing sector for a long time.!! Many of us do not like change at the best of times but we as a family have always embraced it when it is sensible and of wider good. This draft law is neither; in fact we fear this will be harmful to this much needed sector. As you have pointed out the draft law ignores issues and flaws found in similar 'housing laws' that have been implemented and tried elsewhere and seems to be focused upon a small number of problem landlords and with a total lack of willingness or ability of local authorities to address those specific cases. We are fortunate to live in this beautiful Island and with its success over the years has come an increase in living standards and inevitable higher costs and a diversity of inhabitants attracted by its economic success. Jersey is not unique in finding success brings other problems but we seem to have politicians in this Island who cannot see any other way to deal with issues other than to use broad brush legislation to address what seem to be a relatively small minority of problem people.

This draft law is so biased towards tenants it is embarrassing to think that 'learned' people have compiled it. The flexibility of the current fixed term regime suits both sides. Why change it when what you need to do is address the root causes of the perceived issues? Politicians would be better advised to address issues that preclude the redevelopment and occupation of properties that are purposefully allowed to deteriorate unoccupied when they could be redeveloped for occupation rather than rot away.

The proposal to limit rent increases to RPI or 5% max when there could be rampant inflation in the future is absurd. Why would anyone willingly run that risk to their own hard earned wealth? We are not all multimillionaires who may be able to suck up such costs; many of us are pensioners who invested their hard earned savings into property to contribute to their own financial well being in their latter years . We now only have one flat that we bought to live in whilst our house was being renovated many years ago. We intend to return to that flat when we downsize in the next few years. The current regime allows us to give reasonable notice (we'd give 3-6 months so as to be fair to our tenant) to vacate the property so that we can move into it. The proposed regime negates our current options so we must react to that if the law is passed as it stands.

We had another flat which we bought a number of years ago to assist our son to live independently and when he left that flat we rented it. On two occasions, the latter being when we gave notice that we'd not renew the lease because we wanted to sell the property, the tenants left the property in a very poor condition. A couple of months old cooker looked like it had been used for years uncleaned, grease all over the place in the kitchen including the ceiling, carpets so dirty they had to be replaced, walls so marked or stained they had to be totally redecorated and we had to cover all the costs. Being a landlord is not all about taking cash from hapless people as some people clearly think!

How can the Minister think its fair that a tenant does not have insurance when he requires the landlord to have it? How can it be fair that a tenant can give one months notice but a landlord must give 3 or 6? Where is the level playing field in these proposals?! If a tenant leaves at short notice there are immediate costs perhaps to redecorate, test electricals etc. and to pay an agent to find a replacement tenant usually with a void intervening period, further increasing the landlords costs.

The political bias in this draft legislation is glaringly obvious. The uncertainty it has already created before its debate is only a prelude to worse outcomes for tenants and in some instances owner occupiers if the law is passed. Our flat is in a small complex with many owner occupiers. As a landlord how am I supposed to

address issues such as unsociable behaviour or blatant ignoring of association rules when I can't use the threat of termination of the lease in a cost effective way to gain a tenant's agreement to change their ways? Why does the Minister think that we have such deep pockets that we can afford to pay lawyers to sort things out through the courts? Which planet is he on?

We had not previously seriously considered selling our remaining property as we intended to use it ourselves in the future. However, because of these proposed changes we will consider doing so in the not too distant future. These proposals which are clearly not based on facts but a politician's distorted and ill informed views are so skewed against honest and decent landlords that it makes little or no sense to remain in the rental sector. We have a lovely tenant at the moment (most of ours have been of that ilk overall) who is a young teacher but we need to consider either a sale or change of lease terms so that with agreed appropriate notice we can regain access as and when we require to reoccupy OUR PROPERTY when we are ready to downsize!

We cannot and will not allow our plans to be dictated by a politician who is so out of touch with reality that it is frightening. Having read your excellent paper, the strongest likelihood for us is that we will terminate the lease early to arrange a sale or give notice of not renewing the lease at its expiry later this year and leave the flat empty until such time as we are ready to reoccupy it (after some refurbishments are undertaken). I'm sure of course that the Minister won't care about the loss of a rental flat from the market (one of many I'm sure over coming months and years); after all why should he when it doesn't affect him.

I have read the Draft Law, and there are a couple of things that I have queries on. Firstly, I don't understand the open ended Tenancies/ end rolling fixed terms. My Tenant does not want to commit to more than one year lease, so we have been signing a new lease every year. What am I to do to comply, if this Law is brought in? Also, as it stands at the moment, at every Lease renewal, should I be doing a new Schedule of Condition for the property, even though it is the same Tenant?

My next query is with regard to the Rent increases. Why should it be restricted to 5% maximum? What happens if there is a period of high inflation? Landlords' income will be reduced, in real terms. Why not use the Jersey RPI Scale?

The Rent Tribunal seems like a waste of money - surely there must be a cheaper and better method of policing rogue Rent increases than going to the expense of setting up a Tribunal.

Finally, Private Tenants should have Contents Insurance, but that may be something that can be put in to the Lease. It not only ensures that should there be an Incident/Claim, that the Tenant has the money to replace their Personal Effects, but having Contents cover usually means that the Tenant has Public Liability cover too, something that can come in very useful.

1. Landlord intends to renovate the residential unit - not allowed in initial term or 3/6 months notice in periodic tenancy. Presume that if something unexpected happened then an officer will deem the property uninhabitable and these "not allowed" or notice periods will fall away (uninhabitable reduces to 1 month notice). Sometimes, things

"happen" which mean that the place isn't uninhabitable but also do need renovation and difficulties will occur if the landlord can't give notice or has to wait some months before getting the property back or if for example something happens in a communal area or to a flat above which doesn't render the unit uninhabitable but still needs the block to be cleared for work etc..

2. Interesting that the only thing relating to social housing in the proposed changes, is that notice can be given if social housing residential unit is under-occupied ( including during an initial fixed term). How does this stack up with home for life, sense of community etc and is this provision going to be extended to private rentals?

3. Landlord requires a helper to occupy the residential unit for 6 months or more. If a helper is required eg a carer, it can be required on very short notice and it may not be needed for 6 months or more - in the case of eg a stroke when landlord may need immediate care and may die in under 6 months. Very difficult to legislate for life's contingencies.
4. Page 6 of the guidance notes 5 para down - very interesting - does that mean that an occupier of a residential unit can occupy it" only as a boarder, lodger or other licensee" if the agreement with the "tenant" made this stipulation - I thought the whole point of the 2011 Residential Tenancy Law was so that anyone in a self-contained unit was a tenant and couldn't be a boarder, lodger or other licensee!
5. Rent caps - please note that Andium has rent rises every year on 1 January of RPI+0.75% with a floor of 2.5% and a max or 4%.
6. Rent caps - the result will be yearly rent rises to the RPI (capped at 5%). Landlords will see this a permissive, rather than limits and landlords will be keen to make such rent rises for fear of not being able to catch up in future.
7. Capturing rental data. This used to be done before registration cards came into force because every time someone wanted to rent a property they had to get consent from housing and the form they had to fill in to get that consent asked what rent was being paid. The guidance notes mentions that data could be helpful for landlords when setting rents - this data should be public available so, when/how is this data going to be publicly available? Likewise social housing rents should be made public available. Ie there should be a Jersey Social Housing Rental Index.
8. Rent Tribunal. Housing Minister should commit to quarterly data being published as to number of cases heard by Rent Tribunal and outcomes.
9. Eviction. Has to go via Petty Debts Court. PDC can give a stay of eviction but we are hearing that when that time is up, Viscounts are refusing to evict - this needs to be addressed (urgently) and Viscount's should comply with the courts orders and evict. What comfort can we have that this will happen?
10. Arrangements at start of the law. Periodic tenancies don't reset - ie is someone has been in for a long time then greater notice periods apply to them from day 1. If this fair when bringing in a new law or should the reset day for periodic tenancies be the date the law comes into force?
11. Rent tribunal members - Minister for Housing in consultation with Jersey Appointments Commission would nominate members - is it usual for Ministers to have a say. Is it not that people apply to the JAC and they decide to nominate? Not the Minister in consultation with? Not sure!

1. Why is there need for change? I would think that there are very few landlords that treat tenants badly at the moment. How many tenants complain?

2. Why can't fixed term leases remain. Surely it's in the interest of both tenant and landlord to know exactly when the lease finishes and which can be extended if both parties are in agreement . A notification to the tenant that the lease won't be extended at the term end can be written into the fixed lease giving the tenant 3 or 6 months notice prior to the termination date as per the proposed open ended lease.

3. Putting a cap on any rental increase shouldn't happen and 5% is far too low considering that just a couple of years back December 2022 the RPI was 12.7% and December 2023 the RPI was 7.5% . Being allowed to raise rents by as much as RPI is surely adequate. Also who defines the value of "Market Value"

4. If the JLA committee members aren't allowed to sit on the rent tribunal , there will be no one representing Landlords point of views at any tribunal meeting. I expect private landlords contribute greatly to tenanted housing in Jersey and therefore their viewpoint should be heard.

Ending Tenancies - It seems that once on a Periodic Tenancy, it would be difficult for a Land lord (LL) to get their property back, unless it is for one or the 3 clauses. This could prove not only time consuming, but costly if lawyers have to get involved should a tenant become difficult. It would be interesting to know how many "no fault" evictions there are in Jersey each year.

One possible down side of an initial fixed term of say one year, then to prevent it then becoming periodic, is for the LL not to renew with that tenant. Tenant has to move out with the hassle and expense of looking for and moving to another flat, the LL probably will have an empty period. The result is that both sides loose out. All that achieves is tenants having to move each year.

Some of the proposed fines are out of proportion, and in some cases, the ability for a States employee or "authorised" officer to impose fines is akin to a dictatorship. Any fines must be imposed by a court, after considering evidence from both sides.

Rent increases, most landlords only increase once a year. The limit of 5% should not be introduced. There is no control of the price of goods and services etc, why should there be a control on rents? If an accommodation is too expensive, then simply go else where. The properties that are overpriced, will be empty.

Lastly, these proposals seem more for political rostering rather than to actually improve matters for either tenants or LLs. The majority of items proposed are already covered in legislation, all this does is create more bureaucracy and red tape with little gain.

Our main observation, based on experience, is that most tenants only want for a 12-month lease, we have struggled to get anything longer. (You may wish to validate with other landlords or letting agencies) However, in two cases, both requested extensions of a few months whilst their own property purchase went through. In both instances we were able to issue a fixed term contract with a 3 month notice period.

The tenants we have experienced are either new to the island on license or returning residents, wanting to test the area and the property market before committing to a purchase or another lease in another area.

We have come to the conclusion that (as the proposals stand) we would need to require a 3 year fixed term but with break clauses after 12 months. What is the definition of "break clauses" are these likely to be the same as the notice reasons under a flexible lease? It would be helpful to understand if these break clauses will also be regulated once it becomes apparent that the 12 month lease is not going to be as freely available.

I have no problem with rent rise once a year. I have a major objection to such a rise being limited to RPI or inflation whichever the lesser, no business can survive this for very long as cost inevitably will out run this.

I am against open ended tenancies as one size does not fit all for both tenant and landlord. A fixed term may suit both. or the property may only be available for a set time. Seems very unfair to a good tenant to be given notice to leave in 3 years even though the property might be available to them for say another 2. No landlord is going to risk that.

If courts are to be involved in a final decision then shorter notice of 1 week to a month is not achievable. At the end of the day though the property may be the tenants rented home it is not their property and it is grossly inequitable to make it nigh impossible to evict a tenant. No landlord will evict a good tenant , why would they? All this is doing is punishing landlords on the altar of welfare that the States is not prepared to fund even if they could afford it. Like many i am seriously considering selling if these change become law.

I am very concerned about the proposed residential tenancy law. The big issue - Open-ended tenancies - I am a landlord and have worked hard during my life to build retirement capital, this I have invested in a building which I share with three other tenants. With us all living in the same building our lives are very different to those living in remote or corporate buildings. We look after each other, we socialise together, we help each other and because of this as a landlord I am very flexible in applying any rules. etc.

I have a friend in the same situation and I am sure there are many others too. This law if enacted will force me to change both my life and that of the tenants. Please consider

- Rejecting open-ended tenancies

- Excluding from the law properties ( less than 5 dwellings) where the landlord and tenants live in the same building.

Open ended tenancy means the landlord loses control of his/her capital. For myself and many others this is our life savings, We have worked hard throughout our lives for this, we cannot hand control over to the tenant.

1. Exclude a property where the landlord and tenant dwell in the same building. ( all have separate front doors) In this case there is a social relationship between the two parties and neither party takes advantage of the other. ( this is my situation)

2. A conversion to open-ended tenancy after 3yrs will mean the tenant is OUT then, even if all parties are happy.

3. One months notice by a tenant is insufficient, More time is required by the landlord to a) advertise and find a new tenant b) prepare the property e.g. painting, repairs, additions and alterations, 2 months should be minimum.

4. remove the 5% Cap as this will distort the situation and lead to many problems in the years to come. We live in a market economy and this includes rental, Oversupply and prices reduce, undersupply and prices increase, progressively this will lead to a reduction in rental housing stock. This RPI condition will reinforce the landlords desire to ALWAYS end the tenancy at 3yrs.

THE BIG ISSUE - this is the principle of open-ended tenancies. History has shown this does not work, it gives a politician a short term victory only to cause major problems decades later. Portugal did this decades ago and it led to landlords abandoning their properties which then became slums.

If there is adequate supply of properties there is no problem with the rental market and it should be left alone. Rents have been reducing recently because supply has increased and property prices have come down, This is market forces, and it works this law is unnecessary and will cause future problems.



Is it necessary - why not use existing laws and practices.

As a Landlord, I feel we are being forced in to the position of an unwilling member of the Jersey establishment providing periodic tenancies with a max of 5% on increases, etc etc.

What about lease agreement terms such as giving up the property in a tenantable state of repair after say 10 years of a periodic tenancy. Do tenants have a duty to keep the landlords property internally in a tenantable state? technically yes perhaps but in practice ???

And tenants not required to take out contents insurance - but isn't this usually tied up with cover for alternative accommodation under certain circumstances?

Is it likely that landlords will change tenants every three years so as to maintain the "no reason" notice?

At the request of our tenant we had built a conservatory and a large tool shed at our expense which was the equivalent of 2 years rent. We will recoup over 7 years. We would not have done this on only 3 years. We can think of similar situations where 3 years would be inadequate for recouping expenses particularly if the addition is only appropriate to the current tenant - chair lift etc.

If property values increase above this then it is more than likely that landlords will sell rather than subsidise tenants on a negative return on capital.

Who decides "market value"?

I would like to state my opposition to the proposed new regulations. As far as I can see there will not be a good outcome if these proposals are brought in.

Deputy Mezec states that 'revenge evictions' are a serious threat to tenants but when I asked him for figures to uphold his assertions, he told me he didn't have any figures. Too often we are told things which are probably plucked out of the English Press but are not relevant to Jersey.

Why open ended leases? My tenants have usually a one-year lease with the rent stated at the beginning. I can't suddenly evict them or increase the rent. We both (Tenant and Landlord) understand where we are and what is expected of us so why change it?

I had a tenant who wanted a five-year lease so we gave it to them, but about a couple of years later they wanted to leave because they were offered a house to buy. What were we supposed to do? They wanted to leave so we could hardly expect them to continue paying us rent. The only ones to benefit from a long lease is the tenant

Rent Control This has been proved to NOT WORK in the longer term. How are we supposed to maintain or even IMPROVE our properties to achieve the standards that the Environmental Health Department want us to, with smaller and smaller returns? The RPI is currently at 2.3% which is good but my building maintenance costs have gone up by a great deal more than that.

Also, we know that one day the RPI will go above 5% so what makes anyone think that Landlords will continue in an industry with diminishing returns? *Either the standards will slip or people will leave the industry.*

While not liking the proposed the changes I can live with most of them except the 5% cap on rent increases, but the big issue with me is "REVENGE EVICTIONS" ?

I have six long term tenants and I live in the same building as them and share some of the same facilities, should one of them leave and I have to replace them with new tenants I could end up with a bad tenant who while being disruptive and inconsiderate towards myself and my other tenants would not be bad enough to be evicted by a court, being put in this situation is totally unacceptable, I have given this considerable thought and have decided I would rather leave a flat empty and loose the rental income than have the potential to have the stress of having a bad tenant that I could not evict.

there must be many other landlords who would be in the same situation for example people who let out a dower wing of their house or granny flat. As a matter of interest with this and all the other anti-Landlord stuff going on I have already put my property on the market but there are no buyers around at the present time.

Likely to sell property when lease is up in November. This was rented out to cover my mother's care home fees. She had subsequently passed away. Find proposed regulations very worrying. I haven't increased my tenants rent even by cost of living for four years. They do not want me to sell nor want open ended tenancies.

This is a sledgehammer to crack a nut. I would be all for powers to be given to deal with the few bad landlords there are on the Island, but this is overkill and will just cost the taxpayers more. Just who is going to house these people as the landlord pull out, Andium?

My flat insurance has done up by over a £100 this year and has over doubled in 3 years. And I have made no claims! The governments plan is heavily biased against the landlord, and aims to criminalise them. The island is already totally over regulated already and proposals are extremely heavy handed, by an inept Government who needs to out there own house in order before dictating to others. I understand there needs to be a balance but this is not it. Currently if I put my money in the bank I would make more money than from renting!

Not enough consideration has been given to Landlords that live in the property or maybe retired and do not wish to be living near children or barking dogs and other noise and interference.

Should circumstances change and there becomes a need to utilize the rented property, for say a carer, under the new law we would be unable, as in our particular case we purchased the property which comprises of 2 self contained flats. It has always been our intention that should the need arise we would be able to install a carer when the 2 year lease expires. Under the proposals , as we understand it, It appears that we would no longer have a fixed term lease arrangement and therefore we would not be in control of the situation.

Is there such overwhelming and fully researched data which makes a new law necessary at a time when ballooning states employees and costs are supposed to be reduced?

Owners of leasehold rental properties take a risk. That is not shared by their by their leaseholders. There are occasions when things go wrong for no fault of the owner of the property and yet current plans are geared to an outdated political attempt to describe responsible owners of leasehold properties, as unscrupulous landlords.

I just wish that if they identify bad landlords they should prosecute them rather than make life miserable for good landlords and tenants.
If this law comes in then I will have no choice but to increase rents yearly without fail. This has not been the case with our last two Tenants as we have not increased the rents over the past 4 years.
We own one property which has been rented out for 20 years and for the last 10 years to the same tenant. We've never raised the rent over the whole 10 years. But these proposed changes have freaked us out. We are going to have to suddenly increase the rent to market levels and our tenant will probably have to leave. If the proposed new laws weren't coming in, we would leave everything the same but now, we can't take the risk. If the tenant leaves, we will probably sell. All landlords are not greedy, we are a case in point. We wanted to give our tenants a happy, long-term home and now this is all up in the air. It's causing unnecessary stress as I've spoken to a few friends in the same boat. More flats coming on the market that people can't get mortgages for.
Open ended tenancies would result in many rental properties coming off the market!
Tenants have to many laws to help them. With less laws for the landlord these days and no protection for us landlords. 🙄 This should be changed.
<p>It is becoming harder to make ends meet renting my flat, though not considering selling in the short term, I may well do so in the next couple of years. The burden of new rules already and recently introduced make it more of a general burden than it was, more legislation will make it more so.</p> <p>Much of what is proposed is already covered in legislation. I am sure that some of the legislation proposed will in time to come have unintended consequences.</p> <p>I find it frustrating that the housing minister, and much of the media seem to take delight at constantly attacking landlords as if we are uncaring, unscrupulous rich individuals. Most of us are "ordinary" people who want a fair deal for ourselves and tenants. Sure, there may be a few bad apples in the barrel, but in a small place like Jersey, spend energies weeding them out, and not tar everyone with the same brush.</p>
I feel there is a lot of discrimination against landlords. If lots of houses are put up for sale at the same time because of these new laws the housing market would collapse
Deputy Mezec states that these new proposals will benefit tenants AND LANDLORDS. how will they benefit landlords? why is this deputy so anti -private landlords? He has admitted to me that he doesn't have any figures to support his claim about 'renewed evictions', so why the need for open ended tenancies? rent control doesn't work in the long term
<p>The Draft Tenancy agreement has been designed with regard solely for the needs of tenants without proper consideration of the implication providing those needs places on the supplier of the home.</p> <p>That supplier, The Landlord, has commitments both to their tenant and also to themselves and their mortgage provider and therefore their own ability to keep the property that is offered for rent. It is not reasonable to expect members of the public who become Landlords to supply what amounts to secure social housing.</p> <p>If there had been any discussion with Landlords who have held rental properties for many years it would be established their main concern is to keep that property in fair condition at an acceptable rent. We are fast</p>

reaching the stage where it is expected a rental property would have a much lesser monthly cost than a person who diligently saves to purchase their own home.

The bi annual rent report seems totally unnecessary and will only create another government department on top of the rent safe project that will need funding by the property owners which will be another cost on top of the many that have to be included in the cost of that property.

The one initial fixed term agreement, up to three years, allowed will force Landlords to give notice after three years so that they do not have a long term tenancy forced upon them . What reason and with what authority is a "Fixed term contracts with the same tenant will no longer be allowed" Who ever came up with this long list of rules has not consulted any property owner or properly considered both sides of the contract held between tenant and landlord.

This amounts to a determined effort to reduce the stock of privately owned rental accommodation by threatening and unreasonable conditions placed on the landlord and unless the States have some sort of social housing building project up their sleeve, should this agreement be implemented the result will be private landlords selling up.

Stop interfering in a free market that provides a really good service to Jersey

We have not yet sold a property because of these proposed changes but will consider doing so in coming weeks. These proposals which are clearly not based on facts but a politician's distorted and ill informed views are so skewed against honest and decent landlords that it makes little or no sense to remain in the rental sector. We have a lovely tenant at the moment (most of ours have been in the same category overall) who is a young teacher but we need to consider either a sale or change of lease terms. This unit is intended for us as owners to be available to us in the next few years for us to downsize too upon the sale of our main residence. We cannot and will not allow our plans to be dictated by a politician who is so out of touch with reality that it is frightening. The strongest likelihood is that we will terminate the lease early to arrange a sale but of course the Minister won't care about that I'm sure.

Control of landlords seems to be the aim. States could also add more restrictions if law is passed. If this law is passed in the future less and less of the rent will be of benefit to the landlord. It is not a level playing field as Andiam Homes can increase their rents at a higher rate.

One worry for me with having open ended tenancies is that poor tenants have even less reason to look after a property than they have now! I am already careful about who rents my properties, with these changes I would have to be even more careful and be absolutely certain they would look after the place, even if I had to leave it empty for some time. That would be detrimental to letting out to many groups including families unfortunately. I'd wait for a professional person or couple. I'm not particularly concerned about rent increases because if I have a good tenant then I'll keep the rent low just to try and hang on to them.

More protection for landlords from rogue tenants a form of checking bad tenants should be available

We have not yet sold a flat but have instructed lawyers to put in place the documentation required to sell off the flats individually at the most appropriate time. This decision has been advanced by the proposed legislation.

It is regrettable as we have excellent long term tenants but the proposed legislation results in an already marginal return becoming unviable.

The whole thing is a disaster. In the UK rents are shooting up and Landlords are exiting the market. Why not allow multiple fixed term tenancies and if you don't renew, then a long period of notice like 6 months?
<p>I have a small property portfolio of eight units. Sold a three bed detached house in July 2024. This was built in the late 1960s and the rental was approx 20% below market rent. I gave nine months notice to the tenant.</p> <p>The property was correctly and well maintained. I didn't relish the thought of spending a six figure sum to bring the property closer to meeting current building regulations to meet changes to rental regulations.</p> <p>The only people who lost out were the tenants as they had to then find a property at a higher rent. On another matter, over the last fifteen years or so I have always applied below RPI increases. Given the proposed changes to permitted increases, I am now applying RPI and have done this on four properties in recent weeks.</p>
I disagree with tenants living in rented accommodation over 5 years having to be given 6 months notice, 5 months is acceptable to me
Our tenants are essentially employed, work shifts, and have no desire to stay in Jersey once there contracts end.
I own a block of four privately owned rental flats. There is the possibility to build another two flats. Seeing what the minister is proposing means to say that I now won't be building the two extra rental flats. If other people follow this route the number of available rental properties will diminish pushing rents even higher.
Thankfully I am in the very enviable situation of inheriting several properties that no longer have a mortgage to be paid on them. However, the proposal of making it more difficult for the landlord to give notice to tenants for whatever the reason they would like the property back I find difficult to accept especially as it appears that the tenants only be required to provide a months notice.
Government overreach and unfair penalties should be avoided at all costs. Best practice and other government advice is welcome. A tenant complaints portal should be created to keep bad landlords in check.
the proposals are restricting and too much red tape to navigate .Also it balanced against the landlord in all areas and will restrict the possible upgrades required of the premises how can you turn around to the plumber sorry you can only charge this amount because the law says i can't receive an upgrade to the rent charged. The idea is to encourage land lords to invest in the living standard of accommodation they offer how is this going to work? is this a way of raising more revenue for the States I think most landlords employ local tradesmen for numerous undertakings, will this work be reassessed to cut the budget costs. could go on but no to his new laws.
I am concerned about non fault issues and being held responsible. gov posts affordable rental pricing for social tenants to be able to claim against, will these prices follow the same guidelines?
The house I rent out was purchased a) because there were no pension schemes (apart from the state pension) in Jersey when I was self employed 45 years ago b) for me to live in when I'm too old to manage a garden. Sam speaks sweetly but he's really engaged in an old fashioned class war.

## **APPENDIX 2 – List of current legislation and Government schemes impacting on Landlords.**

	<b>Legislation/Policy</b>	<b>Description</b>	<b>Effect for landlords and agents</b>
1.	<u>Control of Housing and Work (Jersey) Law 2012</u> <u>and various secondary legislation</u>	Establishes residential and employment statuses for people in Jersey, and the categories of accommodation (qualified or registered) that can be occupied by individuals depending on their status.	Requirement for landlord/agent to collect residential status card from tenant  Requirement for landlord/agent/tenant to make a filing with Population Office on each change of tenant  Landlord companies: Business Licence required, 6 monthly Manpower returns. Fees for registered/licenced staff
2.	<u>Residential Tenancy (Jersey) Law 2011</u>	A framework of rights and responsibilities for landlords and tenants. Establishes a legal requirement for parties to enter into a tenancy agreement when letting residential premises, and provides for the contents of such agreements.  Provides statutory notice periods for periodic tenancies, and the procedures that apply where a landlord wishes to seek the eviction of a tenant. Law also establishes the jurisdiction of the Court to rule in tenancy-related matters.	Requirement for tenancy agreement to contain certain tenants friendly clauses/information.  Provides process where tenants and landlords can resolve disputes through the courts.  Provides eviction and stay of eviction procedure.

	Legislation/Policy	Description	Effect for landlords and agents
3.	<u>Residential Tenancy (Condition Reports) (Jersey) Order 2014</u>	Requires a landlord and tenant, at the beginning and end of a tenancy, to inspect and complete a report in respect of the condition of the property.	Requirement for condition report to be completed before entry of tenant to property.  A template form of condition report is provided by government, which has been widely adopted by the industry.
4.	<u>(Residential Tenancy (Deposit Scheme) (Jersey) Regulations 2014 and Residential Tenancy (Deposit Scheme – Fee) (Jersey) Order 2015</u>	Legislation to bring into effect a tenancy deposit scheme for the protection of tenants' deposit money.  Establishes the requirement for a landlord to pay a tenant's deposit into the scheme when one is in force, as well as the processes and procedures for paying in, holding and paying out a deposit, including where a deposit is in dispute.	For every new tenant lodge deposit and fee (payable by tenant – currently £21)
5.	<u>Residential Tenancy (Supply of Services) (Jersey) Order 2013</u>	Controls the re-sale of services supplied to rented premises (electricity, gas, water, etc.).	Landlords must ensure that tenant must not be charged more than the sale price for services where a landlord recharges a tenant for the supply.

	Legislation/Policy	Description	Effect for landlords and agents
6.	<u>Public Health and Safety (Rented Dwellings) (Jersey) Law 2018</u>	Introduced sweeping new minimum health and safety standards in respect of rented dwellings. Provides detailed inspection powers and enforcement mechanisms (improvement and prohibition notices, ultimately forcing the closure of a property) where such dwellings fail to reach the required standards.	Landlords must bring rented dwelling up to standards.  This is missing a Code of Practice (under Article 4 of this law) which would give further clarity on the detailed standards that apply. Currently both landlords and environmental health officers are finding it difficult to apply the high level standards in the law.
7.	<u>Public Health &amp; Safety (Rented Dwellings) – Minimum Standards &amp; Prescribed Hazards) (Jersey) Order 2018, as amended</u>	Introduced prescribed hazards and requirement for electrical checks, gas checks, smoke & carbon monoxide detectors and provided for enforcement actions.	Sets out some detail of what is required under the primary legislation, but not enough.  Requires EICR (electrical) inspection by qualified person at start of any new tenancy (from 2018) & every 5 years thereafter.  Requires PAT testing and report  Requires yearly gas testing and certificate  Requires installation of smoke/CO detectors where property is NOT a House of Multiple Occupation (“HMO”).  Further details required pursuant to a Code of Practice.



	Legislation/Policy	Description	Effect for landlords and agents
8.	<u>Public Health and Safety (Rented Dwellings) (Licensing) (Jersey) Regulations 2023</u>	Introduces a requirement that landlords apply for and have a licence to let a rented dwelling.	Landlords/agents must apply every 2 years for a licence and must comply with the safety standards, notification and provision of information of occupiers conditions of the licence.
9.	<u>Fire Precautions (Jersey) Law 1997</u>	Makes provision for the protection of persons from fire risks, including provision to designate the classes of premises that must hold a fire certificate.	<p>Requires weekly testing of fire alarms for HMOs.</p> <p>3 yearly licence/certificate.</p> <p>Fee for grant of licence is on sq meter age of building.</p> <p>Renewals 3 yearly currently at <b>£410</b> (up from about £80 in 2018).</p> <p>Production of paperwork from Professional/private sector fire maintenance contractors that fire alarms, emergency lighting and fire extinguishers have been inspected every 6 months. (i.e. landlord must take out contract with private firm for maintenance of systems).</p> <p>Building modifications (new fire doors, change in size of windows, rearranging of internal structure) are often required, resulting in conflicts with Building Control, Planning and Historic Buildings).</p>

	Legislation/Policy	Description	Effect for landlords and agents
10.	<u>Fire Precautions (Designated Premises) (Jersey) Regulations 2012</u>	Designates the classes of premises required to hold a fire certificate under the law.	Registration application requirements
11.	<u>Lodging Houses (Registration) (Jersey) Law 1962</u>	Establishes the registration criteria and application process for lodging houses. It was apparently anticipated that this law would be repealed if the Public Health and Safety (Rented Dwellings) Law was introduced, but this has not yet happened.	Annual lodging house registration, re-registration and fees.  Annual inspection by Environmental Health officers (used to be Population Office officers but changed in 2018).
12.	<u>Lodging Houses (General Provisions) (Jersey) Order 1962</u>	Sets out requirements for registration, form of application and fee for registration, rules as to displays of notices	Registration application requirements
13.	<u>Data Protection (Jersey) Law 2018</u>	Legislation relating to the privacy of data. Every landlord has to register because they hold personal information about their tenant.	Annual return & fee payable  Landlords/agents must comply with the data protection principles when storing or processing tenants' data.

	Legislation/Policy	Description	Effect for landlords and agents
14.	<u>Discrimination (Jersey) Law 2013</u>	Prohibits discrimination against tenants or potential tenants on the basis of protected characteristics. Prohibits refusal to let property where children could live in the property (except where to do so would breach another law, for example relating to overcrowding).	
15.	<u>Planning &amp; Building (Jersey) Law 2002</u>	Planning permissions.  Listed buildings	Application & fees payable on many types of renovation works, especially where listed buildings involved.
16.	<u>Planning &amp; Building (General Development) (Jersey) Order 2011</u>	Concerns building standards	Application & fees payable on works
17.	<u>Dwelling Houses (Rent Control) (Jersey) Law 1946</u> and <u>Dwelling-Houses (Rent Control) (Jersey) Regulations 1946</u>	Provides a means for private sector tenants to appeal to the rent control tribunal to have their rent reviewed where they consider the amount payable to be excessive. The tribunal may reduce the rent if it determines the amount is unreasonable compared to the open market.	A lease can be sent to the Tribunal to make a determination on the rent set out therein.

	Legislation/Policy	Description	Effect for landlords and agents
18.	<u>Dwelling Houses (Rent Control) (Standard Tenancy Agreement) (Jersey) Regulations 1993</u>	Provides a standard tenancy agreement to use when letting a property. Includes provision for rents to increase annually by no more than RPI.	Numerous clauses to be included in a lease agreement.
19.	<u>Loi (1919) sur la Location de Biens- Fonds</u>	Applies to leases that commenced before May 2013 prior to the introduction of the Residential Tenancy Law.  The law establishes notice periods for leases based upon the rental value, size and type of property.	
20.	<u>Loi (1946) concernant l'expulsion des locataires réfractaires</u>	Applies to leases that commenced before May 2013 prior to the introduction of the Residential Tenancy Law and also lodgers in lodging houses or private houses.  The law prescribes the jurisdiction of the Court in relation to the cancellation of a lease and eviction of tenants.	
21.	<u>Rent Safe Scheme</u>	Voluntary scheme for landlords to gain 1 to 5 star accreditation for rental property	Free but much paperwork and inspection of property by Environmental Health Officers is required before entry onto Rent Safe scheme

	Legislation/Policy	Description	Effect for landlords and agents
22.	<u>Carbon Neutral Roadmap</u>	Sets out the road map to Carbon Neutrality in Jersey by 2050 including the need for Energy Performance Certificates by 2025, prohibition on installation of fossil fuel boilers after 2024 and changes to bye-laws. Subsidies	EPC inspections to be introduced
23.	<u>Companies (Jersey) Law 1991</u>	Properties owned by a Company have the Companies Law requirements to follow	Formation fees  Annual return  Accounts prep
24.	<u>Rates (Jersey) Law 2005</u>	Foncier & Occupiers Rates	Annual return & rates payable
25.	<u>Income Tax (Jersey) Law 1961</u>	Rental income is subject to income tax	Annual income tax form & tax payable
26.	<u>Stamp Duties and Fees (Jersey) Law 1998</u>	Stamp duty paid on transfer of property.	Stamp duty payable

	Legislation/Policy	Description	Effect for landlords and agents
27.	<u>Taxation (Land Transactions) (Jersey) Law 2009</u> and <u>Taxation (Land Transactions) (LTT Statements and Receipts) (Jersey) Order 2019</u>	Extension of stampable transactions to share transfer properties.	Stamp duty payable
28.	<u>Taxation (Enveloped Property Transactions) (Jersey) Law 2022</u> and <u>Taxation (Enveloped Property Transactions) (Statements) (Jersey) Order 2022</u>	Extension of stampable transactions to properties held in a number of different corporate and non-corporate vehicles.	Stamp duty payable
29.	<u>Goods and Services Tax (Jersey) Law 2007</u>	Concerns the charging of GST.	Supply of residential property is usually zero rated but there are exceptions whereby GST would be payable. Requires landlords earning rent above a certain threshold to register for GST.

**APPENDIX 3 - Selected extract Articles from current Residential Tenancies (Jersey) Law 2011 [Emphasis added in each case]**

**10 Breaches by landlord**

- (1) A landlord shall not, without lawful reason, prevent a tenant from occupying the whole or any part of a residential unit that is the subject of a residential tenancy agreement to which they are both parties, or otherwise interfere with the tenant's enjoyment of the residential unit, being enjoyment that is not inconsistent with the agreement.
- (2) A person who contravenes paragraph (1) shall be guilty of an offence and liable to a fine.

**14 Stay of eviction**

- (1) The Court may, of its own accord or on application by a party to a hearing under Article 11 or 12, by order stay the execution of an eviction order that the Court has made under that Article until a specified condition is satisfied or a specified period has passed.

**15 Matters to be considered in deciding on stay**

- (1) The Court shall consider the following matters before deciding whether to exercise its powers under Article 14 in relation to a residential tenancy under a residential tenancy agreement –
  - (a) whether there is still rent that remains unpaid under the residential tenancy;
  - (b) whether the landlord or the tenant has breached any provision of the agreement;
  - (c) whether the landlord or the tenant has continued or repeated the breach or has not taken reasonable steps to rectify the breach;
  - (d) if a stay were ordered, where the balance of hardship would fall as between the landlord and the tenant.
- (2) The Court may consider the following matters before deciding whether to order the stay –
  - (a) whether the residential tenancy was for a fixed term and whether that term has expired;
  - (b) whether other accommodation is available to the tenant;
  - (c) whether the tenant has looked for other accommodation;

- (d) whether a deposit has been paid in respect of the residential tenancy by the tenant;
- (e) whether there is a contract in force concerning movables in the residential unit that is the subject of the residential tenancy (or a contract in some way made in contemplation of or in connection with the tenancy or having the tenancy or the residential tenancy agreement as cause), being a contract between the tenant and the landlord, between the landlord and another person or between the tenant and another person;
- (f) whether the tenant has used the residential unit for immoral or illegal purposes or has caused or permitted its use for immoral or illegal purposes;
- (g) whether the tenant has caused or permitted a nuisance in the residential unit or caused or permitted any interference with the reasonable peace, comfort or privacy of any neighbour of the tenant;
- (h) whether the condition of the residential unit has deteriorated, or been maintained or improved, during the tenancy, and whether that change is attributable to the conduct of the tenant or to conduct caused or permitted by the tenant;
- (i) whether the tenant has given notice to terminate the residential tenancy agreement (or has agreed to the termination of that agreement) and the landlord has acted in reliance on that fact, so that a failure to obtain vacant possession of the residential unit would seriously disadvantage the landlord;
- (j) whether, in a more general way, vacant possession of the residential unit could reasonably be expected to benefit or disadvantage the landlord;
- (k) **the pattern of evictions in other residential units let by the landlord;**
- (l) whether the residential unit is dangerous to, or bad for the health of, its occupants or of the public;
- (m) whether rectification of any matter referred to in sub-paragraph (l) would be easier if the residential unit were vacant;
- (n) whether hardship would be caused to persons other than the landlord and the tenant if the stay were not ordered;
- (o) such other matters as the Court considers relevant.

## **19 Documents to be provided to tenant**

- (1) The landlord under a residential tenancy agreement shall serve on the tenant under the agreement a copy of the agreement as made, varied, or renewed (as the case requires), as soon as reasonably practicable after the residential tenancy agreement, or an agreement for its variation or renewal, has been signed by or on behalf of the parties to the agreement.



- (2) The landlord under a residential tenancy agreement shall provide the tenant under the agreement with a receipt for the deposit (if any) paid by the tenant in respect of the residential tenancy as soon as possible after it is paid.
- (3) A person who fails to comply with this Article shall be guilty of an offence and liable to a fine of level 3 on the standard scale.

## **21 Contracting out prohibited**

- (1) The provisions of this Law shall have effect despite anything to the contrary in any contract, agreement or other arrangement and no residential tenancy agreement (and no other contract, agreement or other arrangement), whether oral or wholly or partly in writing, and whether made or entered into before or after the commencement of this Article shall operate in respect of a residential tenancy agreement to annul, vary or exclude any of the provisions of this Law.
- (2) A person shall not enter into any contract, agreement or other arrangement with the intention, either directly or indirectly, of defeating, evading or preventing the operation of this Law in respect of a residential tenancy agreement.
- (3) A person who contravenes paragraph (2) shall be guilty of an offence and liable to a fine.