

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

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As a current landlord, but also previously in my life, as a tenant, I have the following comments:

1. A fixed term lease has several benefits:
 - i) A tenant knows that they have the comfort of having somewhere to stay until at least the end date. They will not be evicted.
 - ii) A landlord has the comfort of knowing that they will receive rental for the duration of the fixed term lease.
 - iii) Both parties are aware of their rights/responsibilities.
 - iv) Social Security have a "contract" to refer to when reviewing Income Support payments.
 - v) Most landlords are reasonable should a tenant, during the period of the Lease, wish to assign the remaining term of the Lease to a new tenant, subject to appropriate references (both from previous landlords/financial ability to pay rental)
 - vi) Perhaps rather than tinker with what is currently working on so many levels, find a way to hold both the bad Landlords & bad Tenants (yes, there some irresponsible persons in both categories, not just, as Reform would have it, the Landlords) to account.
2. Perhaps rather than no Lease, there should be a form of pro forma, with additional clauses which may be inserted as necessary to fit the circumstances between the parties. This could ensure that onerous clauses were not included to the detriment of either party.
3. Rather than tinker with what is currently working on so many levels, find a way to hold both the bad Landlords & bad Tenants (yes, there some irresponsible persons in both categories, not just, as Reform would have it, the Landlords) to account.