



# **Environment, Housing and Infrastructure Scrutiny Panel**

## **Residential Tenancy Law Review**

### **Witness: Jersey Landlords Association**

Friday, 23rd May 2025

**Panel:**

Deputy H.L. Jeune of St. John, St. Lawrence and Trinity (Chair)

Deputy T.A. Coles of St. Helier South (Vice-Chair)

Deputy A.F. Curtis of St. Clement

Deputy D.J. Warr of St. Helier South

Connétable D. Johnson of St. Mary

**Witnesses:**

Mr. G. Morris, Chair, Jersey Landlords Association

Mr. M. Cummins, Treasurer, Jersey Landlords Association

Mr. R. Buchanan, Committee Member 1, Jersey Landlords Association

Ms. S. Genée, Committee Member 2, Jersey Landlords Association

[11:00]

**Deputy H.L. Jeune of St. John, St. Lawrence and Trinity (Chair):**

Welcome to this public hearing of the Environment, Housing and Infrastructure Scrutiny Panel. Today is 23rd May 2025 and this is the hearing with the Jersey Landlords Association. This has been called as part of the panel's ongoing review of the Draft Residential Tenancy (Jersey) (Amendment) Law. Today's hearing is one of 3 that the panel will be holding with key stakeholder organisations. I would like to draw everyone's attention to the following. This hearing will be recorded and the transcript will be published afterwards on the States Assembly website. All electronic devices, including mobile phones, please switch off to silent and please do check now. I

would ask any members of the public who have joined us in the room today, do not interfere in the proceedings and as soon as the hearing is closed please leave quietly. I would be grateful if everyone could speak clearly into the microphone, so just check that they are close to you. First of all we would like to do introductions. I am glad that Deputy Warr is able to join us today.

**Deputy D.J. Warr:**

Thank you.

**Deputy H.L. Jeune:**

My name is Deputy Hilary Jeune and I am the chair of the Environment, Housing and Infrastructure Scrutiny Panel.

**Deputy T.A. Coles of St. Helier South (Vice-Chair):**

Deputy Tom Coles, vice-chair.

**Deputy D.J. Warr of St. Helier South:**

Deputy David Warr, member.

**Deputy A.F. Curtis of St. Clement:**

Deputy Alex Curtis, panel member.

**Connétable D. Johnson of St. Mary:**

Constable David Johnson, panel member.

**Deputy H.L. Jeune:**

Over to you.

**Chair, Jersey Landlords Association:**

Guy Morris, I am the Chair of the Jersey Landlords Association.

**Treasurer, Jersey Landlords Association:**

Mark Cummins, Treasurer of the J.L.A. (Jersey Landlords Association).

**Committee Member 1, Jersey Landlords Association:**

Richard Buchanan, Committee Member.

**Committee Member 2, Jersey Landlords Association:**

Sandra Genee, Committee Member of the J.L.A.

**Deputy H.L. Jeune:**

Thank you. Before we begin I will just remind you that this review is covering the changes to the Residential Tenancy Law, which was lodged by the Minister for Housing to strengthen Jersey's legal framework for residential tenancies, and to deliver on the Common Strategic Policy commitment to improve arrangements for tenants and landlords. The overall aim of the panel's review is to identify whether the amendments are fit for purpose, achieve the stated goal of improving arrangements, and whether there are any unintended consequences that could arise from the implementation of the amendments. The panel has closed its call for evidence and we are in the process - after our public hearings finish - of analysing the submissions, and information given to this review will be of assistance through an expert adviser. We have appointed an expert adviser who will also be reviewing the submissions that we have had. The adviser will compile a report for the committee and then we will be compiling a report that will be lodged to the States Members to have as part of their consideration when they look at these amendments and decide how they will be voting. At the moment the date for this to be looked at in the States Assembly will be 8th July.

**Treasurer, Jersey Landlords Association:**

Could you say who the adviser is please?

**Deputy T.A. Coles:**

His name is Michael Tomlinson K.C. He is the former Solicitor General for the Conservative Government.

**Deputy H.L. Jeune:**

His report would be as an annexe to our overall report, so that will also be made public as well. First of all, we received, of course, your submission. Thank you very much. Could you explain maybe what J.L.A.'s overall position on the proposed amendments is, and could you clarify whether you support the principles that are behind the reform, even if you have concerns with the implementation, as you have pointed out in your submission?

**Chair, Jersey Landlords Association:**

Yes, okay, very quickly; the J.L.A. is an association of Jersey private rental sector landlords and private rental sector property agents. We have currently 329 members. Our views on the changes to the Residential Tenancy Law are mixed. Some of the parts of the law - at least the principles behind the law - seem to us to be relatively reasonable. A quick example is requiring landlords to have insurance seems to be a relatively reasonable thing to ask, whereas policies such as rent controls and open-ended tenancies, as I am sure you have seen, are more of a concern for the private rental sector in Jersey.

**Deputy H.L. Jeune:**

Just to maybe say that when we are talking about the principles - and I can read it here - the principles that the Minister is aiming for: "A law to amend the Residential Tenancy Law, including to improve tenants' rights under residential tenancies", would you as an association support the principles?

**Chair, Jersey Landlords Association:**

Well, we certainly support the principles of more clarity and better relationships between landlords and tenants. We think parts of the law go a fair way to achieving that. However, I think it is fair to say that we think that the balance is tipped too far in favour of tenants in this and there are multiple unintended consequences that will flow from that. We think a much better way of doing things would be to produce guidance on tenants' and landlords' responsibilities in the market, and guidance on how tenants and landlords should conduct themselves.

**Deputy H.L. Jeune:**

Thank you. Obviously the panel understand that the J.L.A. was consulted as a key stakeholder during the drafting of the amendment. The Minister has told us on a number of occasions in our quarterly hearings that he is engaging with you and has been engaging through this process. What changes did you request to this amendment and how have these been reflected in the proposals that have been lodged?

**Chair, Jersey Landlords Association:**

We have certainly spoken to the Minister on many, many occasions, and his officers. His officers have been very helpful in answering questions we have. I think the key point is that we disagree on the core principles in terms of rent controls and open-ended tenancies, to such an extent that it has been quite difficult to come to any kind of middle ground on those points. What I would say is that we have had some helpful discussions around the grounds for possession, notwithstanding the fact that we do not believe that open-ended tenancies are a good thing for Jersey's private rental sector, for tenants or landlords. We have suggested some grounds for possession, many of which have been adopted into the draft law; some which have not.

**Deputy H.L. Jeune:**

Could you maybe expand on some of those ones that have not?

**Chair, Jersey Landlords Association:**

Yes, certainly. In our submission we talked about the Housing Act in the U.K. (United Kingdom) which is undergoing some changes, but there are a number of additional grounds in those for

possession, such as serious rent arrears - which is not covered in the Jersey proposition - enforcement action, for example where the landlord would be prohibited from letting a property if a licence is removed under the licensing scheme. That is not given as a ground for possession in Jersey.

**Deputy H.L. Jeune:**

Can you just explain that a little bit more?

**Chair, Jersey Landlords Association:**

Of course, yes. Under the licensing scheme at the moment landlords are obliged to have a licence to rent their dwelling. In certain circumstances the licence can be removed if there are serious breaches of prescribed hazards or breaches of minimum standards. In those cases the licence is removed and the landlord would be subject to criminal penalty if they continue to let the property. One would hope that this law would allow the landlord to then give notice to the tenant if the property is in such a state that their licence has been taken away.

**Deputy H.L. Jeune:**

Is that not one of them that says uninhabitable ...

**Deputy T.A. Coles:**

Yes, item (h), uninhabitable residence.

**Chair, Jersey Landlords Association:**

Well, it depends, because the licence can effectively be taken away for other reasons. One would hope this would never happen but in a situation where a breach of a condition which does not amount to an uninhabitable property has happened - and one would hope it would never happen again - a licence could be taken away. In that situation there would be a gap between what is an uninhabitable property and the licence being taken away, so I think that needs to be clarified.

**Treasurer, Jersey Landlords Association:**

We asked about discretionary and compulsory reasons.

**Chair, Jersey Landlords Association:**

Discretionary and mandatory reasons. Do you want me to go and speak about those?

**Deputy T.A. Coles:**

Can I just pick up quickly there, because you mentioned about not paying the rent, so a serious rent arrears. Could you not consider that might be covered under (g) as a serious breach of the tenancy

agreement, because your rent forms probably the main part of any tenancy agreement? So failure in that aspect could be considered a serious breach.

**Chair, Jersey Landlords Association:**

Yes, and I think the point here is that - and let me just find the relevant bit - under ground (g) you would have a longer notice period to give notice to the tenant.

**Deputy T.A. Coles:**

One month.

**Chair, Jersey Landlords Association:**

It is one month. Apologies, just let me quickly check.

**Deputy T.A. Coles:**

On page 6 of the draft law, if you have got that, is where the table is.

**Chair, Jersey Landlords Association:**

Let me just find that bit. One of the points about this law is it is very, very complicated and getting to grips with it has been something of a difficult job. Seriously breach the tenancy agreement, one month. Sorry, the point here is that in the U.K. Housing Act it is a mandatory ground, so the court would be obliged to give ... because, as you say, a breach of the most important covenant in the tenancy agreement, the lease, is payment of rent, the English Parliament have decided that it would be a mandatory ground. So the court would have to order eviction if there was more than 8 weeks of rent in arrears, and we think that would be a useful thing to have. Otherwise you give your one month ground but it becomes a discretionary ground.

**Deputy H.L. Jeune:**

Yes, thank you. This is very interesting because, of course, this is related to this list that we were talking about and for us that is something that we have started talking about, if there were other things that needed to be on that.

**Chair, Jersey Landlords Association:**

Yes, can it be expanded.

**Deputy H.L. Jeune:**

Would you think - and maybe we will just talk a bit more about some of things - if these points that you are mentioning were on that list you would feel that you would be able to support then?

**Chair, Jersey Landlords Association:**

No. I can talk briefly about our objections to the open-ended tenancies part of this if that is an appropriate time.

**Deputy H.L. Jeune:**

Well, maybe we go into that in a minute; it was just more about the specific. We are saying then that even though you have said that there are some omissions that you would have liked to have seen, at the end of the day it would still not ...

**Chair, Jersey Landlords Association:**

No, and I think the reason for that is because there are aspects of removing fixed-term tenancies. This flows from the fact that fixed-term tenancies are going to be removed and it will be more difficult to evict a tenant under a periodic tenancy.

**Treasurer, Jersey Landlords Association:**

A tenancy to end.

**Chair, Jersey Landlords Association:**

A tenancy to end. The reason why these grounds have been put into the law is because there must be some way for a landlord to get rid of a tenant in a very serious situation, such as serious nuisance or serious non-payment of rent. Essentially our objections the open-ended tenancies - the periodic tenancies policy - mean that even if this came in with additional grounds, we would still have issues flowing from the fact that there is uncertainty coming from the one-month notice period, for example, and the removal of fixed-term tenancies, but I have to go into that in more detail.

**Deputy H.L. Jeune:**

Thank you very much. We have got some more questions on that later. Stepping back again into that wider look of your submission and what you have been talking about, your submission notes that surveys of J.L.A. members show over 90 per cent oppose the reforms, with almost 70 per cent considering selling properties. Could you clarify how many members participated in the survey and how it was conducted?

**Chair, Jersey Landlords Association:**

Yes. So we sent an email out to our members 2 weeks ago and we asked them various questions via email. They responded and 116, I believe, people came back. I have a piece of paper that says 85 but I have been through each and every one of them myself and there is 116, so that is just a bit more than a third of our members in that week.

[11:15]

**Deputy T.A. Coles:**

The part within your submission that says almost 70 per cent are considering selling properties, is there more information you have got on the nuance within that, the volume you are thinking and the reasons your members provided? What are the causes? I know we have talked in other hearings about the combination of policies, but in particular here, what is the feedback around the volume of people saying they are considering selling?

**Chair, Jersey Landlords Association:**

It varies but I guess in summary it is kind of a mix between the 2 policies themselves, the 2 policies we are concerned about; i.e. periodic tenancies, open-ended tenancies, and rent controls. I think it stems from the fact that landlords looking down the road of the future and saying: "If I get into a situation where I cannot evict a troublesome tenant, the tenant may want to stay for a lot longer than traditionally, and also my rents are capped at R.P.I. (retail price index) and 5 per cent, and my input costs are going up by substantially more than that [which is again another thing we have seen a lot of] then it is going to make the running of this property, the provision of this home to this person, untenable from a financial perspective in future."

**Deputy T.A. Coles:**

Okay, and how is the feedback coming in about the fact that there is a clause to allow under the periodic tenancies the ability to give notice from a landlord if they wish to sell? Did much feedback come back on that? I think we are interested to know that in some ways this a provision that many fixed-term tenancies do not have ...

**Chair, Jersey Landlords Association:**

Yes, of course.

**Deputy T.A. Coles:**

... which might be something we talk about later, but where does that balance fall between there is a power for a landlord to sell with vacant possession, but at the same time a lot of people are considering selling before the law? I just wondered; is there feedback about that? Do you think there is clarity? What is the cause?

**Chair, Jersey Landlords Association:**

Is it helpful that there is an ability to sell a property relatively easily if need be and to obtain vacant possession in order to do that? Yes. The feedback has been yes. I think people are still worried about this as an overall issue. Is it desirable that landlords in the private rented sector are so



concerned about this legislation that they are considering selling? No, not at all. Jersey has got a really vibrant private rental sector; almost 15,000 homes provided to Jersey's population, which is roughly one-third, judging by the last census. Buying a house in Jersey is extremely expensive and people, for better or for worse, need the private rental sector to support them. I would say the vast majority of those relationships between landlords and tenants are pretty good ones. Of course there are going to be disputes from time to time but I think that a lot of those relationships are absolutely excellent. If we shrink the private rental sector we risk getting into serious, serious issues in terms of - I would go so far as to say - homelessness, but also the availability of decent property to rent in Jersey.

**The Connétable of St. Mary:**

Can I just follow up on that last question? Concentrating on the reasons for getting possession, and we have got to remember the present law enables a tenant to apply for a stay of execution and the court can consider that. To a certain extent the new provisions mirror those. Are there gaps in that? Are there provisions which could be included in the new law which would assure your members that it is not additional hardship to you?

**Chair, Jersey Landlords Association:**

If the law goes through and open-ended tenancies are a factor of that law, in a similar fashion to this, we have a concern in that, first of all, we would like the grounds for possession to be widened, but also we feel that looking across the water at England and Wales ... sorry, the grounds for possession are split out into mandatory grounds and discretionary grounds. Regardless of whether those grounds are mandatory or discretionary in this proposition, a tenant could still apply for a stay of eviction. I think that means that it is still going to be difficult to give notice to a tenant in the right circumstances. It will mean that a tenant will be able to apply for a stay of eviction, even where a mandatory ground has been proven, and that is not the case in the U.K. So there is a concern there.

**The Connétable of St. Mary:**

It might not be the case in the U.K. but at the moment a tenant could go to a private stay of eviction in any case, can they not?

**Chair, Jersey Landlords Association:**

Indeed, they could, yes, that is true, but I think if we are moving to a situation where fixed-term tenancies are being removed and we are moving on to periodic tenancies, the Minister, if he was sitting here, would admit that there would need to be certain grounds for possession. Certainly when he has been speaking publicly he has been saying: "There are ways in which the landlords could claim possession and these are the ways." But what we are saying is that if we are moving to a situation where we have a list of grounds of possession and that you can only give notice under that

list, it needs to be somewhat easy to give notice to a tenant and obtain vacant possession in the right circumstances. So where there has been serious rent arrears, for example, or serious nuisance we would like - as in the U.K. - for there to be a flow through to obtaining an eviction notice relatively rapidly.

**Deputy H.L. Jeune:**

That is an interesting point. So it is because there is still that applying for a stay of eviction in place that there is kind of like an extra layer, I suppose. Is that what you are saying?

**Chair, Jersey Landlords Association:**

Yes, that is correct.

**Deputy H.L. Jeune:**

There is an extra process put in the steps rather than it being made simpler, that there is that list and, therefore, that list will be very clear for grounds for possession. There is an extra ...

**Chair, Jersey Landlords Association:**

That is right, and perhaps what I should say is that we suggested, having looked at the Housing Act in the U.K., that there are mandatory grounds and discretionary grounds in the U.K., obviously mandatory grounds given for more severe issues cropping up with a tenancy. We delivered that to the Minister, he took those on board and brought those into the law, but perhaps did not think about how the stay of eviction mechanism would also impact on those mandatory grounds.

**Deputy H.L. Jeune:**

Thank you. Moving on, but maybe we could circle back to those in some detailed questions later. What information was shared with members about the proposals and guidance information provided by the Government as part of the survey, for example, that you set out? How much education and information sharing to help members to understand what the amendments are has been done?

**Chair, Jersey Landlords Association:**

How much did we share with our members?

**Deputy H.L. Jeune:**

Yes.

**Chair, Jersey Landlords Association:**

I think we have kept members up to date all the way along. We have been having regular meetings with the Minister and we have passed on emails. We also hold regular coffee mornings. We try to

do those once a month and 40 or 50 members will turn up to those and we will share information at those coffee mornings. We have been holding back and waiting for the actual law to come out so we can tell our members about details. Since the law came out we prepared a 5 or 6-page briefing note that we sent out to members, and we have been sending emails out once or twice since then just to keep members up to date about the issues. I should also say we have sent them a link to the proposition and a link to the guidance produced by the Housing Department. That was a month or 6 weeks ago.

**Deputy H.L. Jeune:**

Moving on to rent controls. Of course we have also been collecting submissions from tenants - we had a tenant survey - and of course, as you can imagine, many are saying that this is important because of potential and perceived and also evidenced excessive rent rises and the concern of that, meaning that they are concerned about that, not knowing about what is happening in the future. Could you give us a little kind of understanding about what you feel about rent controls and about the different elements that have been proposed in the amendments? Of course there are many points within the amendment, it is not just the 5 per cent but there is that notice period, and R.P.I. varies only once a year. If we break it down, where do you see the association's support with this, or not?

**Chair, Jersey Landlords Association:**

Of course. I guess the first point to make is that giving notice of a rent increase once a year and no more is an absolutely reasonable position to take and we are, as an association, very happy with that. Giving 2 months' notice seems a reasonable position to take as well and we are pretty happy with that too. Again, we totally support clarity between landlords and tenants. We obviously have bigger issues when it comes to the actual increases themselves. I will not go over every point but there is plenty of evidence from people who are far more learned than me that rent controls in general - even tertiary rent controls - tend to reduce the quality of property, because landlords are disinclined to invest as much as they would have beforehand if they think they will not be able to increase their rents in a reasonable fashion, and also the quantity of property because landlords feel that they cannot make ends meet and may leave the market. So I think the main point I would like to make about the R.P.I. or 5 per cent cap is that it does not take into account the landlord's costs and the fact that those have gone up substantially during the course of several years now, and by far more than R.P.I. we would submit.

**Treasurer, Jersey Landlords Association:**

Particularly insurance.

**Chair, Jersey Landlords Association:**

Particularly insurance is a very good example. I mean, some people have ...

**Committee Member 1, Jersey Landlords Association:**

Yes, I can help with that. I run a lodging house and the lodging house sector has been particularly hard hit by the insurance market. For example, last year to insure my lodging house, which has got 7 tenants, I paid something like £2,500. This last year's premium is £7,500 because the market has just gone away. It is a high risk, they do not want to insure, and after Storm Ciarán they are desperately trying to recover their costs. But I think on the subject of costs, as a lodging house we are rather more tied to costs than somebody who rents a house and the tenant buys their own utilities. This year I increased my rents by R.P.I., which as everyone will know was 2.5 per cent, but immediately following that water costs went up by 5.5 per cent, electricity costs went up by 7.5 per cent. I supply hot water heated by electricity to my tenants and obviously I supply them with water, so in terms of my rise that is immediately eaten into. So R.P.I. is a good measure but it does not always work, unfortunately. Jersey is an expensive place to operate in and as a lodging house owner I keep an accurate tab of the costs and every year my costs have gone up by more than R.P.I. The cost of services from plumbers, electricians, painters, decorators - all of which you have to employ when you run a business - have increased exponentially in the Island.

**Chair, Jersey Landlords Association:**

We think that construction costs, so repair and maintenance costs, have gone up by something like about 40 per cent over the course of the last 2.5 years, which is very substantial and something that presumably Government will recognise given the most recent report into the public property portfolio owned by Government. It is expensive to ...

**Committee Member 2, Jersey Landlords Association:**

Can I just come in? Obviously Richard has said from a lodging house perspective and I will come in from a private landlord's perspective. My building's insurance has gone up 100 per cent. It has gone from £400 or £500 to £1,200 now, and some insurers do not even want to insure some properties now for the rental market, so you are really quite stuck with certain insurance brokers. You have no choice. Again from Richard as well, tradesmen. We want to maintain our standards of good accommodation in conjunction with the licensing law, which I would think most landlords want to do, but if the rent is capped at 5 per cent or below - as Richard just said - tradesmen's rates are not capped and they are charging basically what they want. It will come in time that it will be unaffordable to some landlords if their rental is under the market rental. They will not be able to afford to keep up those standards. So I would like to think that all these things, they are very ...

**Deputy H.L. Jeune:**

Could you give any indication if there is any annual rent increase cap that your members would consider acceptable or sustainable? From that side of understanding the principles is to support greater assurance to tenants, for example, so they also can help try to budget. I think that is what the Minister is trying to go through.

**Committee Member 2, Jersey Landlords Association:**

But also assurance to landlords as well.

**Deputy H.L. Jeune:**

An assurance to landlords. But would the association see any reasonable cap?

[11:30]

**Chair, Jersey Landlords Association:**

I see Mark shaking his head next to me. Probably not because we disagree with the concept of price controls in any market and we think that they distort free markets, which is never a good thing. They lead to unintended consequences and all kinds of other issues in markets. One thing I would say is that an R.P.I.L. index which took into account rising landlords' costs would be a fairer way of perhaps doing this if rent controls were to come into force. However, the whole principle is one that we disagree with for the reasons I have mentioned.

**Deputy A.F. Curtis:**

What in your feedback is typical of landlords in the J.L.A. when it comes to rises historically?

**Chair, Jersey Landlords Association:**

I think it is fair to say that most people put up rents by R.P.I. but at the moment there are natural breaks within tenancies - at the end of a fixed term or when a landlord does give 3 months' notice, or when a tenant decides to leave - where a landlord can mark to market. We hear all different versions of this but some landlords put up rent by R.P.I., some put it up by less, some do not put up rent for 10 years and then when a tenant leaves, mark to market at that point. It is at those points where the landlord can reset, find a new tenant at an agreeable price to both parties, and then recoup any losses in terms of where they are if they have fallen behind in the market. The point is that will no longer be anywhere near as easy if this proposition goes through.

**Committee Member 1, Jersey Landlords Association:**

I think it is fair to say that if you are looking at the real value of rents, if you do not increase them by R.P.I. when you come to the end of the year your rental take is worth less than it was at the beginning of the year. As a minimum it has to be R.P.I. or some index that is similarly linked because otherwise

£10 is only £9.45 at the end of the year so your rental take is less. It is an intrinsic ongoing problem because when you come to market the property, if your rent roll is behind the marketplace that has a direct link to the value of the property. So if you are not charging market rates or your rents have not gone up by R.P.I. then the value of your property has not gone up by R.P.I. and when you come to sell it, it is worth less. You will not be able to change people's rental agreements.

**The Connétable of St. Mary:**

I do not want to put words in your mouth but, given what you said, are you suggesting that if a landlord was not content with the fact that the increase was matching real increase there is temptation there to terminate a tenancy and start again, which would give them *carte blanche* to start again.

**Chair, Jersey Landlords Association:**

Yes, so we are impinging on open-ended tenancies now but one of the points about open-ended tenancies is this initial term whereby the Minister for Housing has given landlords a way of simply giving a probation period to a tenant, or perhaps vice versa. We feel that if both of these policies come into force then landlords will be much more inclined to give notice at the end of a 3 year period and move on to another tenant so they can mark to market at that point. To us that does not feel like a way of improving the relationship between landlords and tenants in Jersey.

**Committee Member 1, Jersey Landlords Association:**

It is also not good business, I am afraid. Good tenants are as valuable as hen's teeth and you hang on to them as best you can. If you have got good tenants you certainly do not want to have to get rid of them and start again because it is not as easy as just saying: "Well, I will take some more tenants in" because you need to check to make sure they are going to pay their rent, they are going to behave themselves, they are not going to damage the property and they are not going to suddenly leave without paying the rent, which I have had on many occasions. So it is not like just going to a shop and changing it for something else; a tenant is a complicated commodity and you need to look after them, and as a landlord that is what I always try and do.

**The Connétable of St. Mary:**

I was not suggesting that. All I was saying is if a landlord felt aggrieved that the provisions were too restrictive and he was not getting a due reward, will that encourage him to give more notice?

**Chair, Jersey Landlords Association:**

Yes, give more notice. I think so, I think that is a reason ...

**Committee Member 1, Jersey Landlords Association:**

That is one of the courses open to a landlord. Clearly the other one will be to apply to the Rent Tribunal to have your rent mark to market because ...

**The Connétable of St. Mary:**

If the Rent Tribunal has that capacity to do so, yes.

**Committee Member 1, Jersey Landlords Association:**

It is not just as simple as getting rid of a tenant and putting another one in the property. The property has to be redecorated and ...

**Deputy T.A. Coles:**

Do you accept that there is a connection between the cost of housing - not obviously just in rents but mortgages and other things - that contributes to that value of R.P.I., so by putting up your rent you are contributing to that increase in R.P.I.?

**Chair, Jersey Landlords Association:**

But so is everyone else in the economy. The input costs of landlords are going up. So do you say to one section of society: "Well, I am sorry, you have got to keep your prices capped at this level" while everyone else puts up their prices by whatever metric they want to, 7.5 per cent in terms of utilities; is that fair on those providers? What effect will that have on the participants in that market?

**Committee Member 1, Jersey Landlords Association:**

It is a fair point but I think you have to bear in mind that one of the bigger causes of price rises this year was a States-owned utility, the Jersey Electricity Company, 7.5 per cent. Everyone has had to pay a huge increase and it has had an effect on inflation.

**Deputy H.L. Jeune:**

Thank you. David?

**Deputy D.J. Warr:**

I just want to go back to the core principle. Obviously this is all driven by the cost of housing; the idea of how do we make sure that people can afford to live in the home they are living in. What are the underlying fundamentals behind the cost of rent? Give the public out there an idea of why rent levels are so high in Jersey compared to other jurisdictions? It is a very fundamental question.

**Chair, Jersey Landlords Association:**

I suppose the biggest part of rent is the cost of the acquisition of the property. So property, as everyone will know, is very expensive in Jersey. Not only is it expensive to acquire, it is also

expensive to maintain. I do not have any figures but I think it would be fair to say that anywhere between a third, depending on the age of a property, and perhaps even a half of a landlord's costs for any particular year can go on maintaining property. If you want to renovate a property then that is going to be very expensive as well. There are borrowing costs; if buy-to-let landlords have borrowed to acquire a property then mortgage rates are going to be a concern. There are costs in terms of the management of the property, so employing an agent, which is normally quite a good thing to do, to find tenants, to manage the property, is also a substantial part of that cost. Compliance, I would suggest, is also part of that cost. While a necessary thing in terms of complying with health and safety requirements, that is a cost as well.

**Committee Member 1, Jersey Landlords Association:**

Yes, but it is also a simple investment principle. If you buy a property for £400,000 and you are investing that money into the property market, you are going to be comparing investing that money into the gilt market where you can get 5.5 per cent yield. You are going to want to achieve a yield which is comparable to that to make it competitive. If the property market is going to remain competitive and you are going to have a competitive rental sector, it has to produce yields that are competitive, otherwise you will not get investors. That is what is driving the costs up; the cost of property in Jersey is rising exponentially, or at least it was until a couple of years ago, and that is what has been driving rents up.

**Deputy H.L. Jeune:**

Thank you, just looking at the time - I think it is an important question - we were just talking about rents and I think we should then lead that on to the Rent Tribunal, and then we can come back to the periodic tenancies and other elements, because they are obviously intrinsically linked, and what you are saying also about rent costs and what that looks like. So your views on the Rent Tribunal; do you support clearer criteria or guidance for the tribunal to avoid unpredictability or inconsistency? What are the main points within that?

**Chair, Jersey Landlords Association:**

Can I make one last point on rent controls, which is that the U.K. Government - as a Labour Government which is bringing in similar kind of changes in terms of open-ended tenancies - is not doing rent controls, is not capping rents in the U.K. because they think it will distort the market. The tribunal, however, is touted as being quite a useful way for landlords to potentially increase their rents above R.P.I. or above the 5 per cent cap. We would agree that could be a useful way of doing things if rent controls do indeed come to pass. The 2 ways in which landlords can ask tenants for a higher increase is if they have significantly fallen behind market rents or they have made improvements to their property which are beneficial to a tenant. I think our concerns with those is that there is a real lack of data - which I can come on to a bit more later - about what market rents



will be, and also any certainty about what “significantly behind market rents” means. Does it mean 50 per cent? Does it mean 5 per cent? Landlords will want to know how that is going to work. In terms of the rental data, which we can cover very briefly now because it touches on this, we have been pushing for some years now for better data about housing generally in Jersey. We think there is a paucity of data at the moment. The plans at the moment do not go far enough. Having rental data tied into licensing returns is not a bad idea, however licensing returns are only made once every 2 years. That would mean there would be potentially a 2-year period between the statistics coming out of licensing returns being available to the Rent Tribunal to work out what a market rent is, and the next set coming out. So the injustice that could be done to a landlord or a tenant along the way if rents fluctuate substantially in that time will be quite substantial. Also we are concerned there is no real definition of what an improvement to the tenant’s benefit means, and it will be up to the tribunal to make a determination about that. I am going to raise also somewhat a contentious issue, which is that we are a bit disappointed that the Minister for Housing has barred members of the Executive Committee of the Jersey Landlords Association from sitting on the Rent Tribunal. He has cited the fact that there are potential conflicts of interest. We think that does not apply. We may be representing landlords but we would hope there would be an adequate representation of both landlords and tenants on any Rent Tribunal. If proof were needed of our good intentions, I can refer to the licensing scheme, which we were opposed to. However, the day after the licensing scheme came into force I wrote to the Minister saying: “How can we make this work better for landlords and tenants?” I wrote then to the current Minister and said the same thing. We put on 4 presentations to our members and the general public - landlords and tenants - in relation to what prescribed hazards are and what health and safety means. The Environment and Health Departments came and did those. We are very much about compliance, but we are just a bit disappointed about that.

**Committee Member 1, Jersey Landlords Association:**

If I could just add, we also spent a lot of time liaising with the Minister for the Environment’s officers to provide input into a revised guidance note. I mean, we spent hours of time on that.

**Deputy H.L. Jeune:**

Yes, we are aware, as a Scrutiny Panel, of that. Thank you, but if we could focus on ...

**Deputy A.F. Curtis:**

Just staying on your comments about data and what the law does and does not provide, you have mentioned in your submission you have always wanted to see better data collection, and you highlight in your view that the 2-year gap is insufficient. Does that mean your members would support legislation - tied or irrespective of this law - to improve data collection for the Government?

**Chair, Jersey Landlords Association:**

Very much so.

**Deputy A.F. Curtis:**

So your members would be happy to submit data on a yearly basis if it then helped inform policy?

**Chair, Jersey Landlords Association:**

They might not be happy but I think it would be for the benefit of everyone if they did that, and discuss whether it could be even more frequently than that if it means better decision making within the States Assembly. I am not casting aspersions but it would help to have better data, which brings me back to probably the key point about the whole proposition from our perspective is: where is the data to support the proposal that rent controls need to be put into place? We have asked several times, many occasions, and we have not had any data that proves that there is such a serious issue with inflated rent increases in Jersey that it warrants this kind of intervention in the market. To the same extent, where is the data that proves that revenge evictions are such a serious issue that these kind of provisions needs to come in into place? If it is out there, we would like to see it, and maybe we would agree that some of these changes need to take place, but we do not think there is any data at the moment. We have asked for it and we have not been given it. We are concerned that these are relatively draconian measures to tackle an issue which I am sure exists, but only exists in a very small minority of tenancies.

**Deputy D.J. Warr:**

Would you describe a sledgehammer to crack a nut?

**Chair, Jersey Landlords Association:**

Yes.

**Deputy H.L. Jeune:**

Looking at the time, I think we need to maybe circle back as we feel we have covered the things on the rent cap, but going a bit more in detail in the fixed-term versus periodic. It is interesting you talking about revenge evictions but earlier you were saying that it is the prerogative of the landlord to be able to at the end of a fixed term ... though of course a fixed-term agreement restricts the landlord maybe more than what is being proposed by a periodic tenancy because, for example, they cannot sell their house; I think that was already raised. But there is that moment, of course, where there is that roll-on or where the fixed-term tenancy comes to an end and then another one is made, and that is the moment where potentially a landlord could ask a tenant to vacate the property.

**Chair, Jersey Landlords Association:**

And vice versa.

[11:45]

**Deputy H.L. Jeune:**

And vice versa, of course. Your submission states that periodic tenancies would be less flexible for landlords, but it also has been suggested to the panel that they could also provide less security for tenants than fixed-term contracts. So the fact is that although we have that rolling fixed term, the tenant and the landlord, as you have said, both know that there is a certain period that is fixed, whereas periodic tenancies mean that there is then this specific list of permissions to vacate the property, which then is 3 months or 6 months or 7 days. Would this be a fair assumption?

**Chair, Jersey Landlords Association:**

It is a very fair comment. At the moment a tenant can get into a fixed-term lease, be it one year, 2, years, 3 years, 5 years, and be pretty certain that they will be there in one, 3 or 5 years' time unless there is a serious breach of the tenancy agreement. I think that these grounds give landlords more abilities to demand possession back, so if a landlord did want to sell a unit then it would be able to do so during that time.

**Deputy A.F. Curtis:**

We spoke to the Jersey Estate Agents Association at a public hearing this week and their view was that most of their landlord clients and their tenants subscribe to a one-year fixed term, and that would be renewed. So at the beginning of that the tenant and landlord know, as you say, security of 12 months rolling down, and then a discussion of renewal and another 12 months security. Is fixed term more common within your members, or periodic, and what are the choices for choosing those different ones for your members?

**Deputy H.L. Jeune:**

Also because you said one, 3 and 5, the Estate Agents Association said one year is normal, so I suppose adding to Alex's question.

**Chair, Jersey Landlords Association:**

Yes, I think your question goes to highlight the complexity of the market out there. There are many different practices. We have had quite heated discussions in coffee meetings that we put on between landlords who prefer fixed terms and landlords who prefer periodic tenancies. However, on balance I would say that most landlords tend to prefer fixed tenancies, fixed terms, because of the certainty they provide to both landlords and tenants; at least that is the perception. Is one year a typical term? We have been speaking to people today who have said that they want to give a 5-year or a 9-year tenancy agreement to a tenant and the tenant is perfectly happy with that. Some

people give one. My personal practice is to give one and if everyone is happy after one year I will give a 2 or 3-year lease depending on what the tenant wants. There is a broad range of practice out there.

**Committee Member 1, Jersey Landlords Association:**

Can I just come in on that as well? I have spoken to all of my tenants at great length, keeping them updated, the licensing law that came in, and especially with all the implications of the Minister for Housing's proposals. All my tenants are on fixed terms. I have explained in depth about if we have to go to open-ended tenancies and they have all said they feel they have more security on fixed terms, whether it is one, 2 or 3. I give them options of one, 2 or 3 and if they opt for - as Guy has said - one, they know that they can stay there for a year, 3. Most landlords are very good over here and they plan, they know what they are doing, unless it was something that happened ... my tenants - and I have spoken to a lot of other people as well - they prefer fixed terms. They have got more security.

**Deputy H.L. Jeune:**

Thank you. Then moving on maybe, in your submission you described the draft law as taking an adversarial approach that risked criminalising compliant landlords. Could you clarify your concern here?

**Chair, Jersey Landlords Association:**

Yes, of course. Fines have been introduced and some may say that there is a rationale for providing those. The fines are very, very, very chunky, let us say; £10,000 for potentially recklessly misleading a tenant in relation to a ground. I will not go into it now but given that some of the grounds seem to have some uncertainty around what exactly they mean, it feels as though that uncertainty would put a landlord in quite a difficult position in terms of whether they serve a notice at all. This is perhaps right if we are going down this road that a landlord thinks very carefully about the ground for possession they are giving, but if they make a mistake then they are potentially up in court and it is criminal offence and a very hefty fine, which could be disproportionate to their income, given the ...

**Treasurer, Jersey Landlords Association:**

Potential for civil penalties.

**Chair, Jersey Landlords Association:**

Potential for civil penalties as well. So I think the general concern is do landlords really need to be criminalised for these issues? Certainly in the U.K. there is no criminal offence in relation to giving a ground for possession. It is up to the court to decide whether the ground for possession is right or not on the evidence; there is no criminal penalty levied on the landlords.

**Deputy H.L. Jeune:**

What happens after in the U.K. if they find that there is ...

**Chair, Jersey Landlords Association:**

Well, they would probably get a cost order against them, I would say.

**Deputy H.L. Jeune:**

That would be the main thing rather than criminal offence?

**Chair, Jersey Landlords Association:**

Yes. Can I briefly talk about the civil penalties as well?

**Deputy H.L. Jeune:**

Yes.

**Chair, Jersey Landlords Association:**

So this is obviously a regulation-making power, so not happening now and further down the road, but it is of a general concern in that civil penalties are potentially going to be levied on landlords. We do not know what for; the regulation-making powers are very wide indeed. It will now enable officers to give fixed penalty notices to landlords for breaches of - I think I have got this right - the law or for breaches of the tenancy agreement, which is an interesting one. What safeguards, checks and balances, are going to be put behind that? I know there is precedent in Jersey in the financial services industry for having civil penalties but that is a much bigger industry. They can employ compliance professionals and frequently do, lots of compliance professionals to look at their compliance. I am not saying landlords should not be compliant but it is a bit of a bigger ask, and civil penalties seem like overregg the pudding, if I can put it that way.

**Deputy H.L. Jeune:**

Thank you. You raised concerns that requiring a police officer or States employee to provide supporting evidence for serious nuisance evictions is too restrictive. Do you believe this will deter enforcement, and what alternatives would you suggest?

**Chair, Jersey Landlords Association:**

Yes, I certainly believe it will deter enforcements. As I think I have mentioned, we have heard of members saying that getting a housing officer to turn up to statutory nuisance, which is not the same thing but a statutory nuisance claim, has been really difficult. The ground itself breaks up into serious nuisance and repeated nuisance. Obviously you would hope a police officer would be able to come

out to a serious nuisance but for a repeated nuisance, which is happening every Saturday night, say a party happening until 2.00 a.m. every Saturday is going to be a bit more difficult to get a housing officer, I would submit, to come out to those kind of events. Maybe even a police officer would not; I am sure they have got lots of things to do on a Saturday night. To us it represents an unreasonable hurdle to overcome and landlords should be able to adduce evidence - which might not be a very easy thing to do, as I have alluded to elsewhere - without having a third party involved.

**Deputy H.L. Jeune:**

Do you have examples of cases where landlords were unable to secure that third party evidence in a timely manner?

**Chair, Jersey Landlords Association:**

Yes, first of all in a timely manner but also the bigger issue is that frequently in nuisance cases other tenants who are neighbours, and third party neighbours who are not necessarily tenants, can be frightened to give evidence in those kind of situations. It is a civil claim and there is no power to compel them to give evidence, so in situations where perhaps quite serious nuisance is involved, it may be virtually impossible for a landlord to get any kind of evidence that the issues are happening, until it gets so bad that people are obliged to give evidence. That is not the situation I think we would want to find ourselves in.

**Deputy H.L. Jeune:**

Okay, thank you. You have suggested in your submission that fewer landlords will accept higher risk tenants, undermining access for vulnerable groups. Can you maybe expand a little bit on this point? Do you believe that enhanced tenant protections under the draft law would be the primary reason for this reluctance?

**Chair, Jersey Landlords Association:**

Yes, I think so. I think that if landlords are going to take away from this the fact that it will be more difficult to evict a problem tenant ...

**Treasurer, Jersey Landlords Association:**

End a tenancy.

**Chair, Jersey Landlords Association:**

... it will be more difficult to give notice under one of the grounds to a tenant, then they will be a lot more careful about which tenants they accept. Landlords are typically well advised to take references from previous landlords, financial evidence of the ability to pay rent, and credit history. Where will that go next? I think landlords would be well advised to get 2 or 3 references and phone

up all of those references. They may make judgments about tenants, particularly more vulnerable groups, which they would not have made before in terms of payment of rent and nuisance and any other issues.

**Treasurer, Jersey Landlords Association:**

People without a rental history, either newcomers to the Island or young people.

**Chair, Jersey Landlords Association:**

Young people, yes.

**Deputy H.L. Jeune:**

Thank you for that. Moving on a little bit, the panel has received some written submissions that have suggested that some landlords may not fully understand their rights and responsibilities under the draft law. Do you view your role as helping landlords in navigating this legislative change?

**Chair, Jersey Landlords Association:**

Very much so. If the law comes - as I referred to you before in terms of the licensing scheme - in any iteration of what it is at the moment, we will certainly do everything in our power to bring our landlords along with their legal requirements. We are all about compliance. In fact, I have already reached out to the Minister's officers asking if they would come to speak to us if the law comes into force. I think that was about pets, but certainly we would want them to come in and do presentations.

**Treasurer, Jersey Landlords Association:**

Similarly, if there was good, clear guidance.

**Deputy H.L. Jeune:**

My next question was about the flipside: do you feel that there has been this adequate communication? You have talked about in the past working with the Minister's officers, and have met a number of times with the Ministers. Has there been adequate communication with the proposed changes? They are quite detailed, as you mentioned earlier, in the different changes to get your grips around it. Do you feel that there has been that support from the Government's side in helping to understand the changes?

**Chair, Jersey Landlords Association:**

Yes, I think it would be fair to say.

**Treasurer, Jersey Landlords Association:**

But for us, we have been very proactive, but I think to ordinary landlords it is very difficult for them to understand what is coming.

**Chair, Jersey Landlords Association:**

Yes, perhaps less so. People who are not members and are not following the press are going to find themselves perhaps in jeopardy.

**Deputy H.L. Jeune:**

Thank you. Are there any further questions from the panel?

**Deputy A.F. Curtis:**

Reading through your submission you were talking about the immorality section of the U.K. law and the reintroduction or the removal of that. I suppose part of my question then, do you believe that our courts are right to be able to judge morality?

**Chair, Jersey Landlords Association:**

Wow, that is a great one. I have to be really careful what I say here. Well, they do it in the U.K. so why should they not be able to do it over here? There are cases in the U.K. about immorality. They obviously deal with a very specific issue but if amendments are going to be made to the law then it feels like we should bring that bit of it in as well.

**Deputy A.F. Curtis:**

Can you think of anything that you would consider immoral that could not already be considered illegal and then may already fall within one of the categories for reason to evict?

**Chair, Jersey Landlords Association:**

Yes, well the main issue is prostitution, is it not? Certainly that was brought in to deal with brothel keeping in the U.K., which I am pretty sure is illegal but ...

**Deputy A.F. Curtis:**

Brothel keeping is illegal, yes.

**Deputy A.F. Curtis:**

Yes, but different forms of prostitution are not particularly good for I would say society in general and certainly do not make other tenants and neighbours feel very happy, so it feels then that should be a way of giving notice to a tenant.

[12:00]



**The Connétable of St. Mary:**

Without a full undercut if you are carrying on a trade. One more serious question, I think. Going back to the central tenet of fixed terms or periodic notice, if fixed terms are more popular, as they say, in a typical fixed-term situation say for 3 years, is it the case that the agreement would provide that within the last 3 months or so there would be a mechanism whereby a tenant is informed and reminded? I am just concerned that tenants should have a ... it is in the landlord's interest obviously to make sure it carries on, but do normal tenancies have that provision?

**Chair, Jersey Landlords Association:**

I do not think there is a provision, I think it is a matter of good practice and I think that landlords who are committed to good practice will be having the discussions early and talking to their tenants. Not everyone does it. Sometimes ...

**The Connétable of St. Mary:**

But good practice could be incorporated in the law if necessary?

**Chair, Jersey Landlords Association:**

Good practice could be incorporated in guidance, which would be an excellent idea. One of our proposals is that instead of producing this relatively restrictive law that guidance on the current law - which has lots of good things on its side - would be a great thing because tenants and landlords do not understand their obligations at the moment. Also guidance on matters of good practice would be a fantastic thing to add as well and we would certainly support that wholeheartedly and are happy to work with Government to produce that.

**The Connétable of St. Mary:**

My other question is, going back to the typical fixed-term tenancy at the moment, would it include a provision whereby the landlord could give notice despite fixed-term status for whatever grounds?

**Chair, Jersey Landlords Association:**

Break clauses do exist in fixed-term tenancies. We think that they are in a minority, if that is your question.

**The Connétable of St. Mary:**

There would be a break clause rather than ... if a landlord suddenly finds he would like to sell the property and you are in a 5-year term ...

**Chair, Jersey Landlords Association:**

I think in specific situations where it is anticipated that a landlord will need to sell in a certain amount of time, a landlord will be well advised to do that, to include a break clause.

**The Connétable of St. Mary:**

I am just trying to work out whether a fixed term does actually mean that at the moment, that there are no grounds ...

**Chair, Jersey Landlords Association:**

Yes, sorry, as I was saying, I do not think break clauses of that nature are prevalent at all in fixed-term tenancies. I am sure there are examples of them. I suspect they probably deal with specific situations, so a landlord looking at the future and thinking: "I may need to take the house back at some point in the next 5 years."

**The Connétable of St. Mary:**

You have to include that specifically.

**Chair, Jersey Landlords Association:**

You would certainly have to include that specifically, yes, there would be no way to ...

**The Connétable of St. Mary:**

Which supports Sandra's point that a tenant might feel more secure then.

**Chair, Jersey Landlords Association:**

Yes. Can I make a very brief point in terms of security and certainty? In fixed terms, the one-month notice that is going to be available to tenants in periodic tenancies is going to present a very serious problem for landlords going forward because it is going to make it more difficult for landlords to plan works around the end of a tenancy. At the moment a landlord can look 6 months down the line and say: "This tenant wants to leave" or "I need to do some works to the property so I am going to give my notice to the tenant in order to do those works", can plan for the architect, the main contractor, the various subbies to come in 3 days after the tenant has vacated the flat, get the work done, turn the unit around relatively quickly and get it ready for someone in the market again. If a tenant can give one-month notice at any time during a periodic tenancy then that makes it a lot more difficult. This is another reason why landlords like fixed terms; they can plan works around. By the way, it is really difficult to find workmen to come at the drop of a hat to make any kind of changes to a property at all. That is a pain in the backside for landlords. However, as a part of society as a whole and a part of the market as a whole it is going to mean voids are going to be much longer, which is not very good for landlords but it is not good for tenants either because it will mean less choice for tenants in the long run. We have not got time now to discuss this but many of these issues that we

have been raising today are going to have a negative impact on tenants going forward. A lot of the unintended consequences we have highlighted in our submission will mean issues for tenants either because landlords will leave the market or be less willing to take on younger tenants, for example, or will increase void periods while landlords scabble around to find workmen to do necessary works. That cannot be good for the market, it cannot be good for landlords and it cannot be good for tenants, I would say.

**Deputy A.F. Curtis:**

Would you support then an amendment to this law that introduced a table of reasons and timeframes for tenants to give notice? You could change it so you would have a situation where a planned exit period ... the tenant has to give 3 months' notice because they just want to move on, but then obviously you might have a situation where they rented a 2-bedroom flat with a partner, that relationship has deteriorated, they are not going to be able to afford to pay your rent in 3 months' time and they know that. It is that honesty: "I am going to have to give you a month's notice because my life is falling apart." Would that be a good balance for you?

**Chair, Jersey Landlords Association:**

It would certainly be helpful. However, what I would say is that the current system works quite well but for those kind of issues. Some guidance about when to let your tenant off a 2-year lease, because they are 3 months in and very serious health issues have developed or financial issues, would be very welcome to the landlord community. We would trumpet that from the roofs, because they are nice things to do and we want to support both parts of the housing community in Jersey.

**Deputy H.L. Jeune:**

Thank you. Looking at the time, I just want to look at my panel to see if there are any questions that I have missed on the list or areas. No. Is there anything in the last few minutes?

**Chair, Jersey Landlords Association:**

Yes, so perhaps I can finish off by saying there are some things that we are generally supportive of, as I am sure you have seen from the submission. More transparency in terms of fees and landlord details seem like a great idea to us. Uninhabitable properties, there is no discernible change that we can see that would affect landlords in that respect. It seems that it is very similar to the current law so that seems absolutely fine to us. Requiring landlords to have insurance seems very reasonable to us, although it is worth making a very quick point that it is becoming more and more difficult to insure lodging houses for 2 reasons; first of all because there tend to be cooking facilities in those lodging houses, and there also tend to be tenants who are on income support in those lodging houses. For some reason, insurance companies do not seem to like tenants who are on income support, which is a whole other discussion that we are not going to get into now. So,

requiring landlords to have insurance in that situation may heap more issues on a landlord who is already finding it difficult to find insurance for those kind of reasons. The data point, we certainly agree with data but it does not go far enough. Data in general is vitally important. There is a lack of data at the moment in terms of housing. I think that is probably it. Have I forgotten anything I need to say?

**Treasurer, Jersey Landlords Association:**

It is more red tape. Interfering in the market, which will cause problems. Reducing red tape is one of the principles of the Council of Ministers, so that needs to balance against what we are talking about here.

**Chair, Jersey Landlords Association:**

Yes, perhaps I could also say that the Common Strategic Policy puts out that both tenants and landlords should gain from this new Residential Tenancy Law. I think the view of our members is there is not very much for landlords in there at all at the moment. Certainly clarity is a great thing to have but there is nothing that landlords are gaining out of this, so I do not think it does fulfil that policy.

**Deputy H.L. Jeune:**

Thank you very much. I am sorry we are out of time, but thank you very much for coming today. We can close the session.

[12:11]