

# A guide to Jersey residential leases

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**R**ESIDENTIAL leases in Jersey are governed by The Residential Tenancy (Jersey) Law 2011 (the Law). The Law came into effect in 2013 and aims to make it easier for tenants and landlords to understand their legal rights and responsibilities when they enter into a 'residential tenancy agreement'. However, some eight years later we still encounter leases that do not conform to the Law and therefore create risk for both landlords and tenants alike.

The Law applies to a residential unit, a residential unit being a self-contained property containing a bath/shower, washbasin, kitchen/kitchenette, a place to sleep and a toilet. Any residential unit, within this description, must have a lease that, as a bare minimum, complies with the following:

- Is in writing.
- The tenant has been given at least 24 hours to read it.
- Is signed by or on behalf of the owner and the tenant.
- Contains a description of the unit, a commencement date, the landlord's details, the rent payable – including when, how and who it's to be paid, if applicable: a termination date, any managing agent's details, the deposit payable, rent review dates, and an inventory of contents.
- It must also contain the following provisions:
  - That the tenant may detach/remove anything s/he has fixed to the property. Subject to the tenant making good any damage caused.
  - The extent the lease requires the tenant to obtain the landlord's consent before s/he does something in respect of the property.
  - Where consent is needed it isn't unreasonably withheld or delayed by the landlord.
  - That the tenant isn't required to purchase anything for the property.
  - The tenant isn't required to pay any premium, or key money.
  - There is a 'Condition Report' that records the physical condition and state of repair of the property when the tenant moves in.

Further considerations for landlords and tenants.

- If the property is mortgaged, the landlord should consult their mortgage provider. There may be restrictions which prevent them letting their property or require their lender's consent.

- The extent of any restrictions both parties agree on. Are pets allowed? Will the tenant be allowed to decorate the property? Will the tenant be allowed to sub-let/assign the lease?
- How much rent will be charged? Will this include utilities and/or rates? Are there any penalties for late payment?
- What repair and decorating obligations the tenant is liable for?
- Will the landlord require a deposit? It's advisable a deposit is taken at the beginning of the lease to cover against any breaches of the lease such as non-payment of rent or not fulfilling repair obligations. A usual deposit is one month's rent. Under the Law, the deposit must be held with My Deposits Jersey. It's important that the lease sets out the amount of the deposit, and the terms for its return. It's advisable a receipt is provided to the tenant upon payment of the deposit.
- When does the lease end? If a fixed term, the lease does not finish until the end of that term. If a landlord wants to be able to end the lease earlier, then the lease should provide for this. If a term is not provided in the lease, a periodic tenancy may be adopted. This is a tenancy which continues on a periodic basis, ie from month to month. The Law introduced clear notice periods for landlords and tenants wishing to terminate periodic tenancies being three months for a landlord and one month for a tenant.

Essentially, leases should be prepared carefully to ensure they comply with the law. It is also important that both parties fully consider and understand the content of the lease – ensuring that it reflects what they believe they have agreed to and minimising the possibility of issues and/or disagreements arising in the future.

For advice and guidance on Jersey residential leases or any other aspect of property law, please do not hesitate to contact a member of the Viberts' Property team.



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