



Jersey

**DWELLING-HOUSES (RENT CONTROL)
(STANDARD TENANCY AGREEMENT)
(JERSEY) REGULATIONS 1993**

Official Consolidated Version

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Jersey

DWELLING-HOUSES (RENT CONTROL) (STANDARD TENANCY AGREEMENT) (JERSEY) REGULATIONS 1993

Contents

Regulation

1	3
2	3

SCHEDULE **4**

STANDARD FORM OF WRITTEN CONTRACT FOR EXEMPTION FROM RENT CONTROL	4
SCHEDULE TO STANDARD FORM OF CONTRACT	6
PART 1	6
AGREEMENTS	6
PART 2	8
TENANT'S COVENANTS	8
PART 3	9
LANDLORD'S COVENANTS	9
PART 4	10
ADDITIONAL AGREEMENTS	10

ENDNOTES **11**

Table of Legislation History.....	11
Table of Renumbered Provisions	11
Table of Endnote References	11



Jersey

DWELLING-HOUSES (RENT CONTROL) (STANDARD TENANCY AGREEMENT) (JERSEY) REGULATIONS 1993

THE STATES, in pursuance of Article 7 of the [Dwelling-Houses \(Rent Control\) \(Jersey\) Law 1946](#), have made the following Regulations –

Commencement [[see endnotes](#)]

1

The standard form of written contract for the purposes of Article 2(d) of the [Dwelling-Houses \(Rent Control\) \(Jersey\) Law 1946](#) shall be in the form set out in the Schedule.¹

2

These Regulations may be cited as the Dwelling-Houses (Rent Control) (Standard Tenancy Agreement) (Jersey) Regulations 1993.

.....]*

The first rent payment shall be made on
and all rental payments shall be made to.....

.....
at

.....

- 3A. The amount of the deposit or guarantee is £.....*
- 4. If the tenant so requests, a rent book will be provided by the landlord and a record of the rent payments will be recorded in the rent book by the landlord.
- 5. Subject to the foregoing, this tenancy is subject to –
 - (a) the agreements between the landlord and the tenant set out in Part 1 of the Schedule to this Agreement;
 - (b) the covenants by the tenant set out in Part 2 of that Schedule;
 - (c) the covenants by the landlord set out in Part 3 of that Schedule; and
 - (d) the additional agreements set out in Part 4 of that Schedule in so far as the same do not derogate from any of the agreements and covenants above-mentioned.
- 6. Where more than one tenant is a party to this Agreement, every obligation, undertaking and liability of the tenants is joint and several.

IN WITNESS whereof the landlord and the tenant have hereunto set their hands [and seals] in duplicate the day and year first before written:

Signed, etc.

.....

* delete if not applicable

SCHEDULE TO STANDARD FORM OF CONTRACT

PART 1

AGREEMENTS

The parties agree as follows –

- (a) if a deposit is required from the tenant it shall not exceed an amount equal to one periodical payment of the rent for the premises as set out in clause 3 of the contract, and the landlord shall give a written receipt to the tenant for the deposit;
- (b) the deposit, if any, paid by the tenant shall be repaid to the tenant at the expiry or earlier determination of the tenancy subject only to the deduction therefrom by the landlord of any arrears of rent and a reasonable sum in respect of damage to the premises (and any of the landlord's fixtures and fittings therein) caused by the tenant, the tenant's servants, agents or invitees other than damage caused by fair wear and tear and damage in respect of which the landlord is required to insure under this Agreement;
- (c) [the rent for the premises shall be reviewed one year from the date of this Agreement and thereafter annually on the anniversary of this Agreement and any increase in the rent shall not exceed the increase (if any) in the Jersey retail prices index since the date of this Agreement or, as the case may be, the last review. The last quarterly index figure prior to the date of this Agreement was at the of]¹ [The charge for a service may be varied from time to time in accordance with the variation in the charge made by the service company for providing that service but in any event shall not exceed the charge levied by the appropriate service company]²;
- (d) the tenant is not required to purchase from the landlord any fixtures or fittings in the premises or any furniture or other movable property nor shall the landlord make the grant of the tenancy conditional upon the purchase by the tenant of any fixtures or fittings or any furniture or other movable property from any person;
- (da) the tenant may detach and remove anything that the tenant has fixed to the premises, subject to the tenant's making good any damage caused by the tenant's so doing;
- (db) an inventory of movables belonging to the landlord that are in the premises is attached;

¹ omit these words if the tenancy is for a term of one year or less.

² omit these words if no service charge is payable under this Agreement.

- (e) other than the rent reserved and the deposit, if any, mentioned in clause (a) of this Part, no premium, fee or other charge shall be payable by or on behalf of the tenant to the landlord or any person on the landlord's behalf in respect of this Agreement or the grant of the tenancy;
- (f) the children of the tenant may join the tenant in occupation of the premises subject to any statutory limitation or lawful restriction by any public authority for the time being in force;
- (g) the tenant shall have the absolute right to opt to be supplied with services direct from the company supplying the service and in that event shall be responsible for all payments in respect of any such supply which is received by the tenant;
- (h) in the event of the premises or any part thereof being rendered unfit for occupation by reason of any damage against which the landlord is required by this Agreement to insure then the rent or a proportionate part of the rent according to the extent of the damage shall not be payable in respect of any period from the date of the occurrence of the damage until the premises or the damaged portions of them are restored to a condition fit for occupation;
- (i) the landlord shall pay the foncier rate for the premises, any other rate, charge or assessment usually payable by the landlord and any Schedule A income tax to which the landlord may be liable in respect of the rent received under this Agreement and the tenant shall pay the occupier's rate in respect of the premises:

Provided that in the first and last years of the tenancy the tenant shall be liable in respect of the occupier's rate only in respect of the portion of those years during which the tenancy is in effect;

- (j) the tenant may terminate this tenancy by giving written notice accordingly to the landlord of no less a period than that required by this clause expiring on a day on which the rent is payable. If the rent is payable under this Agreement at intervals of one month or less the period of notice required is one month; in all other cases the period of notice required is 3 months. The notice shall be duly given if posted by recorded delivery to the landlord at the landlord's usual address or delivered to the person to whom the rent is payable under this Agreement;
- (k) if –
 - (i) the rent or any part of it is for no good reason in arrears for 10 days, whether having been formally demanded or not,
 - (ii) there has been a breach of any of the tenant's covenants for a similar period (whether or not the landlord has given notice to the tenant that such a breach is considered to be in the course of being committed), or
 - (iii) the property of the tenant is declared *en désastre* or if the tenant commits any act of insolvency whether in Jersey or elsewhere,

then in any such case the landlord may by written notice forthwith terminate the tenancy and shall become entitled to institute proceedings for the recovery of possession of the premises under the [Loi \(1946\) concernant l'expulsion des locataires réfractaires](#), or any statutory modification or re-enactment of that Loi or any law having similar effect, without prejudice to

the landlord's rights, if any, to claim damages or to any other relief or remedy;

- (l) if the landlord does not intend to renew or, as the case may be, further to renew the tenancy, the landlord shall give the tenant written notice accordingly and the notice shall be given, if the tenancy or the latest renewal of it is for a term –
 - (i) not exceeding 2 years, no later than the last day on which the rent is due to be paid, or
 - (ii) exceeding 2 years, at least 6 months before the expiry of that term;
- (m) if –
 - (i) and for so long as they remain bound by the terms, covenants and conditions contained in this Agreement (or a renewal of this Agreement) the [Dwelling-Houses \(Rent Control\) \(Jersey\) Law 1946](#) shall not apply to the premises,
 - (ii) any of the terms, conditions and covenants contained in this Agreement (or a renewal of this Agreement) except as to the rent and except any variation of this Agreement which is an additional agreement within the meaning of clause 5(d) of the contract, are at any time varied, whether by writing or by conduct, the [Dwelling-Houses \(Rent Control\) \(Jersey\) Law 1946](#) shall thereupon apply to the premises without further legal process.

PART 2

TENANT'S COVENANTS

The tenant covenants as follows –

- (a) to pay the rent in full on the days and in the manner provided by this Agreement;
- (b) not to cause or permit or suffer to be done on the premises–
 - (i) anything illegal or prejudicial to the safety of the premises or any adjoining or neighbouring premises,
 - (ii) any nuisance or annoyance to the occupiers of adjoining or neighbouring premises,
 - (iii) anything which may cause the insurance of the premises to be void or voidable, or
 - (iv) anything which, without prejudice to sub-clause (i), above, is in breach of the Island Planning (Jersey) Law 1964 or any re-enactment thereof;
- (c) not to keep any animal on the premises without the prior written consent of the landlord;
- (d) not, without the prior written consent of the landlord, to use the premises for any purpose other than as a private residence;

- (e) not to make any structural alteration to the premises nor to erect any aerial, satellite dish or similar apparatus without the prior written consent of the landlord;
- (f) to keep the interior of the premises and all fixtures and fittings therein clean and in good decorative repair and condition (fair wear and tear and damage for which the landlord is required by this Agreement to insure, excepted) and repair or replace any part of the premises and any fixtures or fittings which require repair or replacement as a result of the negligence or wilful act or default of the tenant or the tenant's servants, agents or invitees;
- (g) to keep the garden and any yard, patio or similar area of the premises in clean and tidy condition and in particular not to allow or suffer the accumulation of any refuse, rubbish or waste thereon;
- (h) not to lop or cut down any trees or bushes in any garden to the premises without the prior written consent of the landlord;
- (i) to allow the landlord, the landlord's agent or workmen access to the premises at all reasonable times and upon reasonable notice to view the condition of the premises and to effect any necessary repairs to the premises or to other parts of the building in which the premises are situate to which access for those purposes cannot otherwise conveniently be obtained;
- (j) not to leave or allow or suffer to be left on the premises any disused or derelict vehicle without the consent of the landlord;
- (k) not to assign the tenancy, sub-let or otherwise part with possession of the premises or a part thereof;
- (l) not to take in lodgers or paying guests in the premises without the prior written consent of the landlord and where such consent is given to ensure compliance with any laws governing the operation and registration of lodging houses;
- (m) to pay all existing and future rates, taxes, assessments and other outgoings on the premises except as provided otherwise by this Agreement; and
- (n) at the expiration or earlier determination of the tenancy to give possession of the premises and the fixtures and fittings listed in the inventory attached to this Agreement to the landlord in good and tenantable repair in accordance with the tenant's covenants in this Agreement (fair wear and tear and damage for which the landlord is required by this Agreement to insure, excepted).

PART 3

LANDLORD'S COVENANTS

The landlord covenants as follows –

- (a) so long as the tenant pays the rent and performs and observes the tenant's covenants to allow the tenant peaceable possession of the premises during the term of the tenancy;
- (b) to keep the premises wind and water tight and to keep in tenantable repair the exterior and interior of the premises (except in so far as the want of

ENDNOTES

Table of Legislation History

Legislation	Year and No	Commencement
Dwelling-Houses (Rent Control) (Standard Tenancy Agreement) (Jersey) Regulations 1993	R&O.8527	17 March 1993
Dwelling-Houses (Rent Control) (Standard Tenancy Agreement) (Amendment) (Jersey) Regulations 2013	R&O.103/2013	24 July 2013

Table of Renumbered Provisions

Original	Current
Schedule to Standard Form of Contract PART I	PART 1
PART II	PART 2
PART III	PART 3
PART IV	PART 4

Table of Endnote References

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- ¹ *Article 2 of the Dwelling-Houses (Rent Control) (Standard Tenancy Agreement) (Amendment) (Jersey) Regulations 2013 makes the following provisions for application:-*
- (2) These Regulations shall only apply to an existing standard form of written contract from the first date, following commencement, on which the contract is amended.*
- (3) In paragraph (2) –*
- “commencement” means the day these Regulations come into force;*
- “existing standard form of written contract” means a contract to which the Dwelling-Houses (Rent Control) (Jersey) Law 1946 does not apply by virtue of Article 2(d) of that Law and which is already in force at commencement.*
- ² *Schedule* *amended by R&O.103/2013*