

## What must a lease contain?

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*A reminder of the requirements of the Residential Tenancy (Jersey) Law 2011 (“the 2011 Law”) and the Residential Tenancy (Condition Reports) (Jersey) Order 2014 and The Residential Tenancy (Deposit Scheme) (Jersey) Regulations 2014.*

All new residential tenancies with a term of less than nine years (or no specified term) or any amendment or renewal of any previous lease, must comply with the 2011 Law. Licences will be unaffected. However it remains important to remember that the Court will look to the substance of an agreement, rather than its label, when determining whether any particular agreement is a lease or a licence.

All tenancies must:

- be written and be signed by or on behalf of all parties
- include certain details, terms and provisions as required by the 2011 Law namely a description of the demised premises, the commencement date and termination date, the name and address of the landlord or managing agent, the rent and frequency of payment, the name of the person receiving the rent, details of any deposit or guarantee, rent review dates and terms (if any)
- attach an inventory of the landlord's contents
- state that (i) the tenant can remove anything he has affixed to the unit, but subject to his making good any damage caused by such removal (ii) the landlord's consent must not be unreasonably delayed or withheld (iii) the tenant is not required to purchase any fixtures, fittings or movable property in the unit and (iv) the tenant is not required to pay any premium or key money in respect of the premises.

The tenant must be given at least one working day to read the draft tenancy agreement before

having to sign it and must be given a copy of the document as soon as possible after execution.

For any new lease, a landlord must complete a condition report within 7 days of a tenant agreeing to live in the property and provide 2 copies to the tenant who will either sign it or change it; if there is a dispute this may need to be referred to arbitration or even Court. The States of Jersey website has a template report which can be downloaded by [clicking here](#).

Anything in a lease which is inconsistent with the 2011 Law will be void and it is an offence to attempt to defeat, evade or prevent the operation of the Law punishable by a fine of up to £2000.

The Petty Debts Court has a discretion to vary or terminate a tenancy agreement that is not in writing or does not contain the required details or where the tenant was not given one working day to read it.

All landlords must also:

- check each prospective tenant's registration card (unless your property is not a self-contained unit with its own bathroom and kitchen) is in date and appropriate to the qualification status of the property. You should also ask for photo identification and take a photocopy of the registration card and photo identification for your records.
- complete a change of address notification within three months of your new tenant moving in, giving details of everyone who has moved into your property (even if it is not a self-contained unit). Both the landlord and tenant must sign the form which must then be sent to the Population Office.

And don't forget...

From 2 November 2015, any landlord taking a rent deposit in connection with a residential tenancy agreement will be obliged to enter into an agreement with the States appointed scheme administrator - Mydeposits - and to place the deposit monies with them within 30 days of the date of the lease. Any landlord failing to comply with this risks a fine of up to £2000. The scheme is not retrospective although a landlord may choose to pay a deposit into the scheme if he wishes.

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