

COVID-19 (Residential Tenancy) (Temporary Amendment of Law) (Jersey) Regulations 2020 come into effect

Service area / [Property Law](#)

Location / [Jersey](#)

Date / [April 2020](#)

Landlords and tenants of residential properties in Jersey should be aware of an important legislative development enacted in response to the challenges presented by the COVID-19 outbreak.

On 10 April 2020 the COVID-19 (Residential Tenancy) (Temporary Amendment of Law) (Jersey) Regulations 2020 (the "Temporary Regulations") came into effect.

What do the Temporary Regulations do?

The Temporary Regulations make amendments to the Residential Tenancy (Jersey) Law 2011 (the "RTL"). This Law governs all leases or tenancy agreements for residential property in Jersey. The amendments to the RTL are:

- All tenancies subject to the RTL are automatically deemed to continue as a periodic tenancy after the expiry of the contractual term unless the parties either enter into a new lease, or agree that the lease shall expire.
- The revised conditions where a landlord gives notice to a tenant during the Temporary Regulations are that the notice is a) in writing (this includes e-mail) and b) is agreed between the landlord and the tenant.
- Where a landlord or a tenant has already given notice to the other to terminate a tenancy (prior to the Temporary Regulations) and that termination date has not yet passed, the tenant can give notice in writing to the landlord that he or she intends to remain in occupation as a periodic tenancy.
- Where a tenant has received a termination notice from the landlord and that date has passed, if the tenant is unable to vacate as a result of the COVID-19 outbreak, he or she may

remain in occupation and the tenancy continues as a periodic tenancy.

- A landlord must not increase the rent before 1 October 2020. Any landlord who increases a tenant's rent during the Temporary Regulations will commit an offence and is liable to a fine.
- If a tenant is unable to pay the rent as a result of financial hardship caused by COVID-19 and has notified the landlord in writing, this will not constitute a breach of the tenancy agreement which would otherwise enable a landlord to terminate the agreement and issue eviction proceedings.
- A landlord must not charge interest or any other financial penalty on the unpaid rent, regardless as to what the terms of the lease may state.

How long do they apply?

The Temporary Regulations will expire on 30 September 2020.

What is the effect on prospective residential tenancies?

If a landlord and tenant have reached an agreement about a tenancy, whether a formal agreement has been signed or not, and the tenant has not yet moved in and the COVID-19 situation has resulted in the accommodation no longer being available with vacant possession:

- The landlord must inform the prospective tenant as soon as possible that the accommodation is no longer available.
- The landlord and the prospective tenant are released from any obligation to each other.
- The landlord must reimburse the prospective tenant any sum paid in connection with securing the tenancy.

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Government guidance for landlords and tenants during the COVID-19 crisis

The Government of Jersey has published guidance [here](#) relating to rent and other payments and tenancy obligations for landlords and tenants of Jersey residential property during the COVID-19 crisis. The purpose of the guidance is to ensure good conduct and reasonable behaviour between parties whilst minimising interference in the normal contractual relationships between a landlord and tenant.

The key elements of the guidance are:

- To provide a voluntary process for both parties in respect of dealing with rent payments and other sums due (“Sums Due”) by tenants suffering financial hardship as a result of COVID-19.
- To set out the respective obligations of both landlords and tenants regarding Sums Due and the anticipated inability by either or both parties to comply with the terms of the tenancy.
- To provide a framework for agreed concessions in respect of 1) Sums Due (including their partial or complete deferral or partial or complete waiver) and 2) an inability to comply with the terms of the tenancy.
- To formalise any temporary voluntary arrangements agreed between landlords and tenants.
- To provide for the situation where a landlord or tenant is unable to enter into a temporary voluntary arrangement due to financial hardship as a result of COVID-19.

What do I need to do?

Whether you are a landlord or a tenant, everyone will be looking for certainty in these uncertain times. We would encourage landlords and tenants to enter into open dialogue to discuss their expectations, to act reasonably and proportionately in this challenging time, and to seek legal advice where necessary with the Temporary Regulations and Government Guidance in mind. If terms can be agreed for a temporary relaxation of a tenant’s obligations, it is important that any side letter or forbearance agreement is precisely drafted to ensure that the lease itself is not inadvertently varied or obligations waived, and to ensure all relevant aspects are carefully considered. Landlords must also consider their own obligations to their lenders.

At Carey Olsen, we have a dedicated specialised Property Law Group which has considerable strength in depth and experience. We would be delighted to advise agents, landlords or tenants on the practical implications of the RTL and the Temporary Regulations.



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