

Covid-19 (Residential Tenancy) (Temporary Amendment of Law) (Jersey) Regulations 2020 – Guidance for Landlords and Tenants

Introduction

On Thursday 9th April 2020, the States Assembly approved legislation to protect islanders who rent their homes and who may be facing hardship due to the Covid-19 coronavirus outbreak.

The measures in the legislation are designed to protect tenants by:

- preventing tenants from being evicted for rent arrears and failure to pay other amounts paid directly to a landlord due to financial hardship caused by coronavirus;
- introducing a suspension on rent increases to protect tenants from additional financial hardship; and
- enabling tenants to extend their tenancies during the coronavirus outbreak should they wish.

This guidance has been published to provide information about changes to the law and how landlords and tenant should deal with tenancy issues during the coronavirus outbreak.

Who is affected?

The measures contained in the legislation apply to landlords and tenants who let residential property with a tenancy agreement under the Residential Tenancy (Jersey) Law 2011.

It applies to Qualified and non-Qualified accommodation.

How long do they last?

The measures take effect on Friday 10th April 2020 and will last until 30th September 2020

Why are these measures being introduced?

These measures are being introduced to sustain tenancies and protect tenants from becoming homeless during the Covid-19 coronavirus outbreak.

They are also designed to protect people's health during the outbreak, encouraging tenants to stay at home and reduce the spread of coronavirus.

The introduction of a suspension on rent increases is intended to prevent tenants from facing additional financial hardship that may be caused by their housing costs.

Terminating a tenancy

- **Can a tenant move during the Covid-19 coronavirus outbreak?**

Islanders are encouraged to avoid moving home if at all possible. You are strongly encouraged not to move unless it is for your health or safety, or because you have nowhere to stay.

If you are at risk of immediate harm by staying at your home, or do not have somewhere safe to stay, we can help direct you to emergency accommodation.

Please contact emergencyhousing@gov.je for help.

However, it is recognised that in a small number of situations, it may be essential for an individual or family to move home.

To support islanders who absolutely need to move home, essential removals and relocation is designated as 'essential work' and workers providing these services can travel outside the home for this purpose.

Businesses providing removals or relocation services must implement strict social distancing. Employees should remain 2 metres from each other and from customers at all times – including during travel.

Businesses should also ensure rigorous hygiene (see www.gov.je for further information).

- **All existing tenancy agreements may continue up to 30th September 2020**

All tenancies that are due to terminate before 1st October 2020 may continue as periodic tenancies.

Any tenancy where there is a fixed-term may continue as a periodic tenancy unless the landlord and tenant enter into a new agreement with a specified term or both agree that the tenancy expires.

A periodic tenancy may only be ended by the tenant or where the tenant and the landlord both agree in writing that it should end.

Where a tenant has given notice that he or she wishes to end a periodic tenancy, he or she may inform the landlord that he or she intends to remain in the accommodation.

A tenant who is unable to leave after notice has been given by the tenant or landlord because of the Covid-19 outbreak may remain in the accommodation. In both cases the tenancy will continue as a periodic tenancy.

If a tenant wishes to end a periodic tenancy, they may do so in the normal way by giving 1 months' notice to end the tenancy. A landlord may not end a periodic tenancy during this period unless the tenant agrees.

- **I have signed a new tenancy agreement, what should I do?**

If you are a landlord or a tenant and have already signed a tenancy agreement, and the property is occupied, you should try to come to an arrangement to delay the move.

The legislation allows an existing tenancy to continue after its end date if a tenant wishes it to.

If the continuation of an existing tenancy prevents a prospective tenancy from proceeding, the landlord must inform the prospective tenant as soon as practicable and reimburse any sum paid in connection with securing the tenancy.

This will release the landlord and the prospective tenant from any obligation to each other.

If moving is unavoidable, and the property is vacant, you must follow the advice on staying away from others to minimise the risk of spreading of coronavirus (see www.gov.je for further information).

Dealing with rent arrears and payment of utilities, service charges etc. to landlord

- **Landlords cannot terminate a tenancy and evict a tenant for rent arrears**

From 10th April to 30th September 2020, a landlord may not seek to end a tenancy and evict a tenant where that tenant is facing financial hardship caused by the Covid-19 coronavirus outbreak.

Financial hardship includes rent arrears and failure to pay other amounts paid directly to a landlord (such as utilities and service charges).

If a tenant is unable to pay rent or any other sum due to the landlord, they should provide the landlord with written notice of their situation and appropriate evidence of their financial hardship.

- **I am in rent arrears, what should I do?**

You need to speak with your landlord urgently if you're struggling to pay rent.

They should be sympathetic, especially if you are facing financial hardship due to the coronavirus outbreak.

You still have a legal obligation to pay your rent, but your landlord may agree to reduce your rent or defer your rent payment until later. You should get any agreement in writing.

A landlord must not impose any financial penalty, interest or any other fee in relation to the rent arrears and any other outstanding sums of money.

Separate guidance has been made available about how landlords and tenant should manage rent arrears, including repayment options. [This is available here.](#)

- **What happens once the Covid-19 coronavirus period is over?**

After 30th September 2020, a landlord may serve notice for breach of tenancy in the normal way and apply to the Court to terminate the tenancy agreement and seek to evict a tenant.

It is important that landlords and tenants act pragmatically and try to come to their own arrangements to deal with rent arrears and failure to pay other sums of money.

However, if a landlord does apply to the Court, they will determine whether both parties acted reasonably based on the available evidence.

Breaches of tenancy and evictions

- **Can my landlord evict me?**

It is illegal for your landlord to evict you without following the proper steps. A landlord cannot force a tenant to leave immediately.

If a landlord changes the locks, removes a tenant's belongings or in any way prevents a tenant from gaining access to their home whilst a tenancy exists, they will be carrying out an illegal eviction. This is a criminal offence.

A tenant should contact the Police if they are being threatened by their landlord or facing immediate harm.

- **Can a notice for breach of tenancy be served?**

A landlord may issue a tenant with a notice if they are in breach of their tenancy agreement. This does not apply where the breach of tenancy is due to financial hardship caused by the Covid-19 coronavirus outbreak.

This notice is to inform a tenant that they are in breach of their tenancy agreement and must correct that breach within 7 days, including paying rent arrears unconnected to the. If they don't, a landlord may apply to the Court to terminate the tenancy agreement and seek to evict a tenant

However, these cases will not be heard by the Court in the foreseeable future, and the Court will set a date for future resumption of proceedings.

- **What should I do if my landlord has applied to the Court to evict me?**

You should stay in your home.

Evictions take time and you don't have to leave at the end of your notice until an eviction has been ordered by the Court.

Jersey's Magistrate's Court has adjourned all eviction cases which are before the Petty Debts Court and no new cases will be considered during the coronavirus outbreak.

You should speak with your landlord urgently and continue to pay rent as you will still be liable for any rent arrears.

Introduction of rent freeze

- **What does the freeze on rent increases mean?**

Landlords must not increase the rent payable under a tenancy agreement for any period between 10th April and 1st October 2020

Tenants are still required to pay their rent during the period and are liable for all their other obligations under the tenancy agreement.

Where a landlord notified a tenant of a rent increase before the suspension of rent increases, and that rent increase did not come into effect until after 10th April, the rent increase will have no effect for the period before 1st October 2020.

A landlord who increases the rent payable during this period will be liable to a fine of up to level 3 on the standard scale, which is currently £10,000.

Inspections, repairs and maintenance

- **Can a landlord still inspect a property?**

Landlords and tenants should follow the Government of Jersey health information and advice (see www.gov.je for further information).

Where a property is occupied, landlords should postpone all non-essential visits such as routine tenancy inspections and viewings at the end of a tenancy.

- **What if a property needs repairs?**

Landlords have the same responsibilities for repair during the coronavirus outbreak.

Tenants should report repairs to their landlord.

They might not be able to get the problem fixed during the usual timescales but shouldn't delay repairs unreasonably.

Emergency housing

- **I'm at risk of becoming homeless, what should I do?**

The Government of Jersey's advice during the COVID-19 coronavirus outbreak is to **stay put in your home unless staying where you are creates an immediate risk to your health and/or safety, or you do not currently have somewhere safe to say.**

An emergency accommodation team has been set up to support those who are facing imminent housing difficulties during the coronavirus outbreak.

If you, or someone you know, needs emergency housing, please contact the team by e-mail: emergencyhousing@gov.je.