

### **Where to seek further guidance**

Further information can be obtained from the Magistrate's Court Greffe regarding other tenancy matters. Templates for use in the various stages of the process can also be obtained from the Magistrate's Court Greffe.

If you need guidance on how to complete a claim summary or a summons you should contact one of the Greffiers who will assist you. However they cannot advise you on the merits of your claim.

An action relating to a lease of a residential property is not straightforward.

**You may well need to take legal advice before starting an action.**

### **Enforcement of any eviction order**

If it becomes necessary to have the eviction order enforced, the plaintiff will need to engage the services of the Viscount's Department who are located at Morier House, Halkett Place, St. Helier and can be contacted on (01534) 441420.

In compiling this booklet every effort has been made to ensure that the information is accurate. No responsibility is accepted for the content. The notes and the examples are intended to provide initial informal help. The content does not cover every type of circumstance but should give a good basis from which to work.



INVESTOR IN PEOPLE

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*A Department of the Jersey Court Service*

# The Petty Debts Court

## RESIDENTIAL TENANCY (JERSEY) LAW 2011

Most actions relating to residential leases are now brought under the Residential Tenancy (Jersey) Law 2011. However this law applies only to a lease:

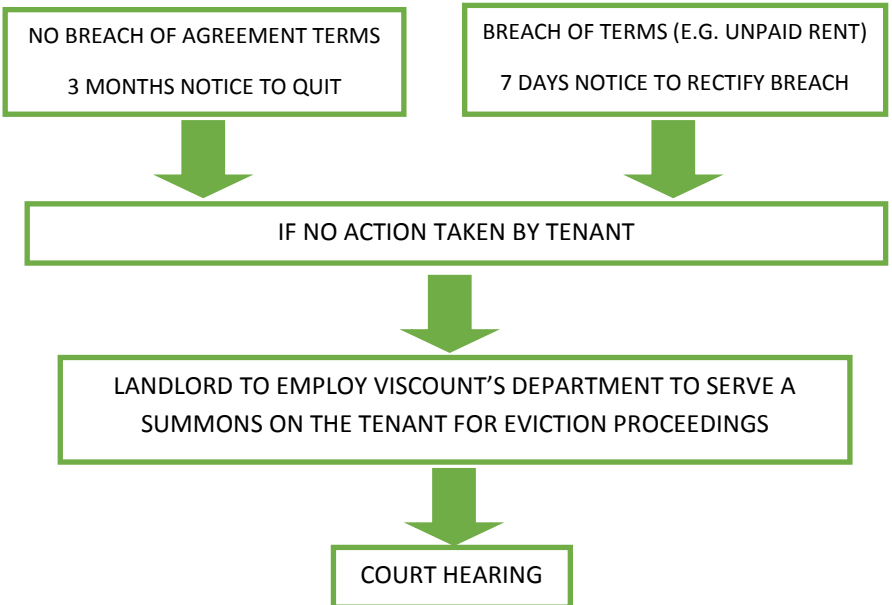
- where the annual rent is £45,000 or less; and
- the lease was granted after 1st May 2013 or to an older lease that has been varied or renewed after 1<sup>st</sup> May 2013.

If the above does not relate to your agreement then contact the Magistrate's Court Greffe.

A copy of the Residential Tenancy (Jersey) Law 2011 can be found at:

<https://www.jerseylaw.je/laws/revise/Pages/18.720.aspx>

### **The most common routes for eviction proceedings brought under this law:**



**Eviction due to a breach of the terms**

For protection of the Landlord, if a tenant breaches any important term or condition of the agreement, the landlord may serve a notice on the tenant requiring that the breach be rectified within 7 days. If the tenant does not comply with the notice, or fails to take reasonable steps to rectify the breach, the landlord will be entitled to commence proceedings to cancel the agreement and seek eviction.

An example of a notice to rectify the breach can be found below. The landlord will need to serve this upon the tenant and then wait for seven days. If the breach is not rectified within that time then the landlord can proceed to issuing eviction proceedings.

Please see page 4 onwards of this leaflet for further guidance.

**NOTICE OF BREACH**

Article 12 (2)(b) Residential Tenancy (Jersey) Law 2011

To: *(enter name of tenant)*.....

Of: *(enter tenants address)* .....

**TAKE NOTICE THAT your landlord considers you to be in breach of the Residential Tenancy Agreement entered into by your landlord and you dated *(enter date)* in respect of the premises known as *(enter address)* in that .....**

*(give details of the breach)*

**AND TAKE NOTICE that your landlord requires you to cease the conduct that constitutes the breach or to take reasonable steps within 7 days of the service of this notice to rectify the breach, or to do both of those things.**

**AND TAKE NOTICE that should you fail to comply with this notice your landlord may apply to the Petty Debts Court for an order for termination of the agreement and your eviction from the premises in accordance with the provisions of Article 12 (2) of the Residential Tenancy (Jersey) Law 2011.**

Dated: .....20..

**Costs**

Where an eviction order is made, the fixed costs a landlord may claim are:-

- a. £300—for having to issue proceedings;
- b. £120—the Court fee payable for issuing proceedings, and
- c. £100 per tenant—the Viscount’s department fee for serving the proceedings.

Where a landlord’s application for an eviction order is refused by the Court, the tenant may claim fixed costs of £300.

**Granting a delay of eviction date**

When considering eviction applications, the Court may, under the provisions of Article 14 of the Law, order a delay (stay) or variation of a stay of eviction.

If the Court does find merit in a stay then it will consider the aspect of hardship on both parties.

The Court will firstly consider the circumstances of the tenant - the history of the tenancy, the length of occupancy, the overall welfare of the tenant, whether there are children and whether suitable alternative accommodation is available.

It will then consider the circumstances of the landlord - the reasons for the eviction and in cases where there is consistent non payment of rent, the financial implications that this may have.

Where the Court does grant a stay it may nevertheless impose conditions which it considers appropriate in the circumstances. Throughout the period of the stay these conditions can be varied or revoked following application by either the landlord or the tenant.

In addition to the eviction itself the Court will also, if appropriate, make an order with regard to arrears of rent and/or damages. It may also order the repayment of any deposit.

**Before the first Court hearing**

The Plaintiff must, by no later than 1pm on the Monday before the Court date (note exceptions for Bank Holidays), file with the Magistrate’s Court Greffe:-

- A copy of the notice to rectify the breach/notice to quit (whichever the case may be);
- A copy of the summons;
- The original record of service of the summons from the Viscount’s Department.;
- A Claim Summary (templates available from the Magistrate’s Court Greffe—to be completed with the same wording of the summons);
- A copy of the Residential Tenancy Agreement.;
- Copies of any relevant correspondence between the parties;
- Evidence to support any particular claim (e.g. non payment of rent, nuisance, damage to the property etc.); and
- £120.00 court fee.

**What will happen at the hearing**

Whether you are a plaintiff or a defendant, and unless an agreement to resolve the dispute is reached before the court date, then you must attend court in person at the time and on the date set out in the summons or find a Jersey lawyer to attend on your behalf.

The Judge will want to know the reasons why an eviction is required and the circumstances of the parties. Once the Judge has heard from the parties the Judge may:

- postpone the action to another date to allow the parties time to discuss the issues with each other with a view to resolving any dispute;
- make any orders which are necessary such as requiring further documentation or evidence; or
- hear from both parties and give a judgment.

**Eviction where there is no breach of the terms**

For the protection of the tenant, the Law provides that where there has been no breach, they must be given three months notice of the Landlord’s request for them to leave.

An example of a notice to quit can be found below. The landlord will need to serve this upon the tenant and then wait for three months. If the tenant does not leave the property within that time then the landlord can proceed to issuing eviction proceedings.

Please see page 6 onwards of this leaflet for further guidance.

**NOTICE TO QUIT**

Article 6 Residential Tenancy (Jersey) Law 2011

To: (enter name of tenant).....

[I][We] [as] [on behalf of] your landlord[s] (enter name)  
.....

Of: .....

**Give you NOTICE TO QUIT and deliver up possession to me/them\***

Of: (enter full postal address of premises)  
.....

on\*..... 20.....

Dated: ..... 20.....

Signed: .....

**Take note that if you do not vacate the premises by the date specified within this Notice to Quit that without further notice, proceedings will be issued in the Petty Debts Court in order to secure your eviction from the premises.**

### **Issuing eviction proceedings**

A template summons for eviction proceedings relating to a breach of the terms can be seen on page 5. Further templates relating to other grounds for eviction are available from the Magistrate's Court Greffe.

You must contact one of the Greffiers to obtain a court date.

The summons should contain a brief explanation of what the reasons for eviction are and a breakdown of the amount of money claimed. This is so that the Court and the defendant can understand your claim.

You should also insert in the summons any interest you are claiming, including the rate of interest and the period of time.

Your summons should also claim costs (see page 7).

### **Personal service of summons**

The summons needs to be served through the Viscount's Department. The Viscount's Department can be contacted at Morier House, Halkett Place, St Helier. Tel: (01534) 441400. Email: [viscount@gov.je](mailto:viscount@gov.je). More details are on the gov.je website: <https://www.gov.je/government/nonexeclegal/viscount/Pages/index.aspx>

The Viscount's Department will provide you with a record of service as proof that the tenant has been served, the original of this document will be required by the Court.

## **FORM 5**



### **The Petty Debts Court SUMMONS**

DEFENDANT: .....

ADDRESS: .....

You are required to appear in:

#### **THE PETTY DEBTS COURT**

The Magistrate's Court, Union Street, St. Helier, Jersey  
on Wednesday the ..... day of ..... 20..... at 11.00 a.m.  
to defend the claim details of which appear below.

**IF YOU DO NOT APPEAR, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE.**

PLAINTIFF: .....

ADDRESS: .....

**ACTIONING the Defendant to show cause why:-**

1) The residential tenancy agreement dated [*<enter date>*] entered into between the parties in respect of the premises known as [*<enter address>*] should not be terminated under Article 12 (2) of the Residential Tenancy (Jersey) Law 2011 on the grounds that the Defendant –

has breached the said agreement by [*<enter details of the breach>*]; and

has failed to comply with a notice served on the [*<enter date>*] to cease the conduct that constituted the breach, or to take reasonable steps within 7 days after the service of the notice to rectify the breach, or to do both those things;

2) His/her eviction by the Officer of the Court should not be ordered from the said premises;

3) He/she should not be condemned to pay the costs of the proceedings.

Dated the ..... day of ..... 20.....

(Signed) ..... Plaintiff