



Model Residential Tenancy Agreement

Disclaimer

This Model tenancy Agreement has been made available free of charge to anyone wishing to use it.

Whilst every care has been taken in its preparation, only a court can decide on the legal effect and enforceability of its contractual terms.

The Government of Jersey cannot therefore guarantee the legal effect of this Agreement and shall not be held responsible for the consequences of the use of, or reliance upon this Agreement, including for any financial loss suffered by any landlord, tenant or other person.

If you are in any doubt as to the implications of using this Agreement, you should seek independent legal advice.

Model Residential Tenancy Agreement

Part A – Definitions

This section defines certain terms that apply throughout the Agreement.

COMMON PARTS

Common Parts means any part of a building containing the Property and any land or premises that the Tenant is entitled under the terms of this Tenancy to use in common with the owners or occupiers of other properties.

LANDLORD

Landlord means the person who grants the right to occupy the Property that is subject to this Tenancy, and who is entitled to receive the rent payable under this Tenancy.

TENANT

Tenant means the person who has the right to occupy the Property that is subject to this Tenancy.

PROPERTY

A reference to the *Property* is to the Property (or any part of the Property) described in Clause B3.1, and any amenities which the Tenant is entitled under the terms of this Tenancy to use as described in Clause B3.2.

TENANCY

A reference in this Agreement to the *Tenancy* is to the Tenancy created by this Agreement.

A reference to a law or a statutory provision in this Agreement is a reference to it as it is in force for the time-being taking account of any amendment, extension or re-enactment of the law concerned.

Part B – Terms of the Agreement

This Agreement (the “**Agreement**”) is made on _____

BETWEEN

Full name: _____

Address: _____

Telephone number: _____

E-mail address: _____

Insert additional blocks if there is more than one party to this Agreement.

hereinafter referred to as “**the Landlord**”; **AND**

Full name: _____

Address: _____

Telephone number: _____

E-mail address: _____

Insert additional signature blocks if there is more than one party to this Agreement.

hereinafter referred to as “**the Tenant(s)**”

each a “**Party**” and together “**the Parties**”

The managing agent for the Property (if any) is:

Business name: _____

Address: _____

Telephone number: _____

E-mail address: _____

hereinafter referred to as “**the Agent**”.

1. Other occupants

1.1. The Landlord agrees that the following person(s) may occupy the Property with the Tenant(s):

The children of the Tenant or other dependents who are under 18 years of age at the start of the Tenancy.

The following adults:

Full name: _____

Full name: _____

Insert additional signature blocks if there is more than one party to this Agreement.

hereinafter referred to as “**Members of the Tenant’s Household**”

1.2. For the avoidance of doubt, any person listed in clause B1.1 is not a Tenant(s) for the purposes of this Agreement.

2. General

2.1. The obligations and liabilities of the parties under this Agreement are joint and several.

2.2. The Landlord and the Tenant must ensure upon entering into the Agreement that the Tenant’s occupation of the Property is in accordance with the Control of Housing and Work (Jersey) Law 2012. In particular, the Parties must ensure that Article 19 is complied with, namely that the tenant must be in possession of an appropriate valid registration card.

2.3. Any obligation on the Tenant under the Agreement shall also require the Tenant to ensure that any Member of the Tenant’s Household or any visitor to the Property does not breach that obligation.

3. The Property

3.1. The Property let under this Agreement is:

(Insert the address of the Property and a description of it (e.g. one bedroom ground floor flat)

(Referred to as “the Property”)

3.2. The Property includes access to and use of the following amenities:

(Insert description of other facilities included with the Property – e.g. a garage, private garden)

3.3. In addition to the Property, the Tenant shall have access to and use of the following Common Parts and any land or premises (if any) that the Tenant is entitled under the terms of this Tenancy to use in common with the owners or occupiers of other properties:

(Referred to as "the Common Parts")

3.4. The Property is let unfurnished save for the items which are listed in the Inventory and Schedule of Condition attached to this Agreement (Annex A).

4. The rental period

4.1. The Property is let for a fixed term Tenancy ("**the Tenancy**") of _____ years.

4.2. The Tenancy begins on _____ and ends on _____, unless terminated early in accordance with the Landlord and Tenant break clause set out in Part F of this Agreement or by mutual agreement of the parties.

4.3. If the Tenant continues to live in the Property after the expiration of the fixed term Tenancy and no further tenancy has been entered into by the parties, then from the expiration of the fixed term the Tenant shall occupy the Property under a periodic tenancy.

5. The rent

5.1. The rent is £ _____ per week or per calendar month payable in advance.

The first payment of the rent shall be made on _____.

Further payments of the rent shall be made on _____.

5.2. The rent shall be paid by:

Cash Cheque Direct Debit Standing Order

The Landlord's or Agent's bank account details, if applicable, are:

Account name: _____

Sort code: _____

Account number: _____

5.3. If the Tenant so requests, the Landlord will provide a rent book and a record of the Tenant's rent payments will be recorded in the rent book by the Landlord.

5.4. The Landlord may review the rent payable on the first anniversary of the start of the Tenancy and each anniversary of that date thereafter. In the event that the Landlord proposes to increase the rent payable by the Tenant, the increase shall not exceed the

percentage change in the Jersey Retail Price Index (if any) since the date of this Agreement or, as the case may be, the last review.

5.5. The Landlord will give the Tenant not less than 28 days but no more than 90 days' written notice of the Landlord's intention to increase the rent, if applicable.

6. The deposit

6.1. The Tenant is or is not required to pay a deposit.

6.2. The deposit amount (if any) is £_____.

6.3. If the Landlord requires the Tenant to pay a deposit, the Landlord shall protect the deposit with the Government of Jersey approved tenancy deposit scheme in force at the time of this Agreement, and shall supply the Tenant with written confirmation that the deposit has been protected in the scheme as soon as reasonably possible after the deposit has been protected with the scheme.

6.4. The deposit (if any) shall be repaid to the Tenant at the end or earlier determination of the Tenancy subject only to deductions for any reasonable sum properly incurred by the Landlord at the end of the Tenancy for the following purposes:

- (a) Except for fair wear and tear and damage in respect of which the Landlord is required to insure under this Agreement, to make good any damage to the Property, the Common Parts or any of the items listed in the Inventory and Schedule of Condition caused by the Tenant's failure to comply with the Tenant's obligations under this Agreement.
- (b) To replace any items listed in the Inventory and Schedule of Condition which are missing from the Property at the end of the Tenancy.
- (c) To pay any rent and other charges which remain unpaid at the end of the Tenancy.
- (d) Where the Tenant has failed to comply with Clauses C4.1 (c), (d) and (e) of this Agreement, to pay the reasonable cleaning costs incurred by the Landlord to remedy that failure.
- (e) Where the Tenant has made any addition or alteration to the Property or has redecorated the Property without the prior written consent of the Landlord (Clause C5.1), to cover the reasonable costs incurred by the Landlord in removing or reversing of any such addition or alteration or in reinstating the former decorative scheme.
- (f) Where the Tenant has failed to comply with the obligation under Clause **C6.2** of this Agreement, to recover any reconnection charge paid by the Landlord.
- (g) Where the Tenant has failed to comply with Clause **C8.3** of this **Agreement**, to cover the reasonable removal, storage and disposal costs incurred by the Landlord.

7. Parish rates and service charges

7.1. The following charges are included in and payable as part of the rent:

Insert list of charges included in and payable as part of the rent – e.g. water, oil and electricity

7.2. Where included in the rent (Clause B7.1), the charge for a service may be varied from time to time in accordance with the variation in the charge made by the service provider for the supply of that service but in any event shall not exceed the charge levied by the service provider. Where the Landlord seeks reimbursement of the charge for a service, this must be carried out in accordance with the Residential Tenancy (Supply of Services) (Jersey) Order 2013.

Part C – The Tenant’s obligations

1. Payment of rent

1.1. The Tenant agrees to pay the rent in full on the days and in the manner provided by this Agreement.

1.2. The Tenant shall be liable to pay interest of 3% above the Bank of England’s base rate on any rent that is more than 14 days overdue. The interest will be payable from the date on which the rent fell due until the date it is paid by the Tenant.

1.3. The tenant is not required to pay any premium, or key money, in respect of the Property.

2. Use of the property, pets and prohibited conduct

2.1. The Tenant must occupy the Property as the Tenant’s only or principal place of residence.

2.2. The Tenant must not use the Property for the purposes of a business, trade or profession, exhibit a plate or card indicating a trade, profession or business, in any window or upon any external part of the Property, or receive any paying guests or lodgers except with the prior written consent of the Landlord. It will not be unreasonable for the Landlord to withhold consent if the proposed use of the Property would cause a nuisance to the occupiers of neighbouring properties or significantly increase wear and tear to the Property.

2.3. The Tenant must not use the Property for the purpose of undertaking any illegal or immoral activity or any activity which is prejudicial to the safety of the Property or any adjoining or neighbouring properties.

2.4. Other than the Members of the Tenant’s Household listed in clause B2.1, the Tenant must not allow any other persons to occupy the Property without the prior written consent of the Landlord. It shall not be unreasonable for the Landlord to withhold consent if the proposed occupation of the Property would breach any statutory limitation or lawful restriction in force at the time of this Agreement.

2.5. The Tenant must not do anything to or on the Property or the Common Parts that may be reasonably considered a nuisance or annoyance to the occupiers of adjoining or neighbouring properties.

2.6. The Tenant must not cause or permit or suffer to be done on the Premises anything which is in breach of the Planning and Building (Jersey) Law 2002 the Building Bye-Laws (Jersey) 2007 or any amendment to or re-enactment thereof.

2.7. The Tenant must not glue stick or otherwise fix anything whatsoever to the exterior or interior of the Premises without the written consent of the Landlord (which consent shall not be unreasonably withheld or delayed).

- 2.8. The Tenant must not bring to the Premises any portable heaters fired by liquid or bottled gas fuels without the prior written consent of the Landlord (which consent shall not be unreasonably withheld or delayed but may be subject to such conditions as the Landlord deems fit) nor to store inflammable or dangerous substances at the Premises.
- 2.9. The Tenant must not smoke or to allow any invitees guests or any third parties to smoke in the Property and in the event of the Landlord finding the Premises to have been damaged or dirtied as a result of a failure to observe this clause the Tenant shall at its sole expense and at the direction of the Landlord clean, repair or redecorate such areas or items to a good and proper condition.
- 2.10. The Tenant must not leave any furniture items or rubbish whatsoever in any Common Parts serving the Premises.
- 2.11. The Tenant must not leave or allow or suffer to be left on the Premises or in the vicinity of the Premises any disused or derelict vehicle.
- 2.12. The Tenant must comply with all and any House Rules and/or Regulations in respect of *inter alia* the Premises and the Common Parts ancillary to the Premises to which the Landlord may be subject as owner of the Premises and which are made known to the Tenant by the Landlord at any time during the Term.
- 2.13. The Tenant must not hang any washing or other items from or on the heaters within the Premises or from any windows within the Premises.
- 2.14. The Tenant must not do anything that may cause the Landlord's insurance of the Property to be void or voidable.
- 2.15. The Tenant is responsible for arranging insurance of the Tenant's own contents and possessions.
- 2.16. The Tenant must not keep any pets or other animals at the Property without the prior written consent of the Landlord. If consent is given, it may be given on the condition that the Tenant pays an additional reasonable amount towards the deposit, or any other reasonable condition as the Landlord deems fit.

3. Assignment, sub-letting and lodgers

- 3.1. The Tenant must not assign the Tenancy, sub-let or otherwise part with possession of the Property or a part thereof without the prior written consent of the Landlord.
- 3.2. To pay the reasonable costs of the Landlord in dealing with any application to assign this Tenancy or sub-lease or licence the Property and the Contents or any part thereof whether or not the application results in an assignment or sub-lease or licence.
- 3.3. The Tenant must not take in lodgers or other paying guests at the Property without the prior written consent of the Landlord. It shall not be unreasonable for the Landlord to withhold consent if the proposed occupation of the Property would breach any statutory limitation or lawful restriction in force at the time of this Agreement.

4. Care and maintenance of the property

- 4.1. Save to the extent that any such matter is the responsibility of the Landlord, the Tenant must take reasonable steps to keep the Property, all items listed in the Inventory and Schedule of Condition, and the Common Parts (if any) well and substantially maintained in a good and clean state of repair, decoration and condition and sufficiently ventilated and warmed. This includes (but is not limited to):

- (a) To replace all broken glass in doors and windows and to keep all windows and doors (including locks) in good working order and properly cleaned, both inside and out.
 - (b) To take reasonable steps to keep the Property adequately ventilated and heated so as to prevent damage from condensation.
 - (c) To take reasonable steps to prevent frost damage occurring to any pipes or other installations in the Property, provided that the pipes or other installations were adequately insulated at the start of the Tenancy.
 - (d) To keep the interior of the Property and all items listed in the Inventory and Schedule of Condition 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).
 - (e) To keep all external areas of the Premises including any open areas, gardens, yards, patios balconies, walls, fences, driveways, and pathways (if any) neat, tidy and properly tended and maintained and free from obstruction at all times.
 - (f) To maintain preserve and protect any hedges trees and banks on the Premises and to trim trees hedges and banks so as to satisfy any Parish Roads Committee inspections of the branchage such trimming to be undertaken in a manner that causes minimal damage to the vegetation and to clear all cut material thereafter.
 - (g) Not to remove any trees or plants which may grow at the Premises without the prior consent in writing of the Landlord (which consent shall not be unreasonably withheld or delayed) nor to cut, fell, or otherwise damage any tree growing upon the Premises and to keep such trees free from ivy and parasitic growth which may damage them.
 - (h) To dispose of all rubbish in an appropriate manner and at the appropriate time.
 - (i) To keep all drains and gutters free from obstruction, and not to stop up or interfere with the soil or waste pipes serving the sanitary fittings in the Premises and take good care of and keep all sinks wash-hand basins showers baths lavatories other sanitary fittings and drains in good working order and to replace them forthwith if damaged and to make good at the Tenant's expense any blockage or damage whatsoever to any part of the Premises and/or the fixtures and fittings caused by the act or negligence of the Tenant or the employees agents workmen or invitees of the Tenant.
 - (j) To keep all electrical appliances and systems in the Premises in good working order and to replace them forthwith if damaged and not to overload the heating, lighting or power points in the Premises.
 - (k) To be responsible for testing on a regular basis any smoke detectors fitted in the Premises and to replace the batteries as necessary.
 - (l) To have any chimneys at the Premises swept as often as necessary.
- 4.2. The Tenant may detach and remove anything that the Tenant has fixed to the Property subject to the Tenant making good any damage caused by the Tenant's so doing.
- 4.3. The Tenant shall promptly replace and pay for any broken glass in windows at the Property where the Tenant, any Member of the Tenant's Household or any of the Tenant's visitors cause the breakage.
- 4.4. The Tenant must repair or replace any part of the Property and any items listed in the Inventory and Schedule of Condition which require repair or replacement as a result of the negligence or wilful act of the Tenant, any Member of the tenant's Household or any of the Tenant's visitors.

- 4.5. The Tenant must notify the Landlord as soon as reasonably possible about any repairs that are needed to the Property or to any items listed on the Inventory and Schedule of Condition which the Landlord is responsible.
- 4.6. The tenant is not required to purchase any fixtures, fittings, or movable property in general, in, for, or in respect of, the Property.

5. Alterations to the Property

- 5.1. Notwithstanding the provisions of Clause C4 above, The Tenant must take reasonable care:
- 5.1.1 Not to damage or destroy the Premises or any part thereof or to damage, lose or destroy the fixtures and fittings nor at any time to alter or interfere with the construction and decoration of the Premises, save as to the Tenant's liabilities referred under the Agreement, either externally or internally nor to alter the colour of any painted woodwork.
- 5.1.2 Not to make any alteration or addition to the Premises including (but not limited to) the erection of any satellite dish or aerial or similar apparatus, except with the express prior consent of the Landlord.
- 5.1.3 Only to affect any redecoration of any part of the Premises after having obtained the prior written consent of the Landlord (which consent shall not be unreasonably withheld or delayed).

6. Parish rates and service charges

- 6.1. Except where included in the rent, the Tenant must pay to the Parish (_____) or reimburse the Landlord for the payment of the Parish Occupier's Rate. The Rates (Jersey) Law 2005 provides that a person who is an occupier on the 1st January is liable for the Occupier's Rate for that year.
- 6.2. Except where included in the rent (Clause B7.1), the Tenant must pay to the service provider all charges for services used at or supplied to the Property during the Tenancy.

7. Access to and inspection of the property

- 7.1. The Tenant must give the Landlord, the Agent or any other persons acting on behalf of the Landlord access to the Property at reasonable times of the day for the following purposes:
- (a) To inspect the Property's condition and state of repair and verifying whether the Tenant is in compliance with the Tenant's obligations under the Agreement.
 - (b) To carry out the Landlord's repair and maintenance obligations under the Agreement.
 - (c) To show prospective tenants, purchasers or letting or estate agents around the Property during the last 3 months of the Tenancy only.
- 7.2. Without prejudice to Clause C7.4, The Landlord, Agent or any other person acting on behalf of the Landlord must give the Tenant at least 24 hours' prior written notice before exercising a right under Clause 7.1.
- 7.3. The Tenant agrees that if the Property is to be unoccupied for a period of more than 28 consecutive days, the Tenant shall give prior written notice to the Landlord, properly secure all locks and bolts to the doors windows and other openings at the Premises when leaving it unattended, and the Landlord may have access during the period for the

purposes of keeping the Property insured and taking such steps as may reasonably be necessary to mitigate the risk of damage to the Property during that period.

7.4. Notwithstanding the provisions of Clause C4 above, the Tenant agrees not to alter, change or install any locks on any doors or windows in or about the Premises or have any additional keys made for any locks without the prior written consent of the Landlord (which consent shall not be unreasonably withheld or delayed).

7.5. The Tenant must give the Landlord, the Agent or other any persons acting on behalf of the Landlord immediate access to the Property in the event of an emergency at the Property.

8. At the end of the Tenancy

8.1. The Tenant must give vacant possession and return all keys to the Landlord at the end of the Tenancy.

8.2. Except for fair wear and tear and damage for which the Landlord is required to insure under Agreement, the Tenant must return the Property and all items listed in the Inventory and Schedule of Condition to the Landlord in the same condition and state of cleanliness as they were at the start of the Tenancy.

8.3. The Tenant must remove all contents and possessions belonging to the Tenant and all rubbish from Property at the end of the Tenancy. If any such contents and possessions are left at the Property after the Tenancy has ended, the Tenant shall be responsible for meeting all reasonable removal, storage and disposal costs accrued by the Landlord.

8.4. The Tenant must provide the Landlord with a forwarding address at the end of the Tenancy

Part D – The Landlord’s obligations

1. Vacant possession

1.1. The Landlord must give the Tenant vacant possession of the Property at the start of the Tenancy.

2. Tenant’s right to quiet enjoyment

2.1. The Landlord must not interrupt or interfere with the Tenant’s right to quiet enjoyment of the Property so long as the Tenant pays the rent and observes the Tenant’s Obligations under this Agreement.

3. Parish rates and service charges

3.1. The Landlord shall pay the Parish Foncier Rate and the service charges (if any) included in and payable by the Tenant as part of the rent set out in Clause B7.1.

4. Landlord’s consent

4.1. To the extent that this Agreement requires the Tenant to obtain the prior written consent of the Landlord before the Tenant does something in respect of the Property, that consent shall not be unreasonably withheld or delayed by the Landlord.

5. Repair and maintenance

5.1. The Landlord must:

- (a) Keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows).
 - (b) Keep in repair and proper working order the service installations in the Property for the supply of water, oil, gas and electricity and for sanitation.
 - (c) Keep in repair and proper working order the installations in the Property for space heating and heating water.
 - (d) Keep in repair and proper working order all items listed in the Inventory and Schedule of Condition attached to this Agreement.
- 5.2. If the Property forms part only of a building and the Landlord retains ownership or control over other parts of the building, the Landlord shall take reasonable care to keep the parts in repair.
- 5.3. The Landlord is not required:
- (a) To repair or replace any part of the Property or any items listed in the Inventory and Schedule of Condition which require repair or replacement as a result of the failure of the Tenant, any Member of the tenant's Household or any of the Tenant's visitors to comply with the Tenant's obligations under Part C of this Agreement.
 - (b) To rebuild or reinstate the Property in the case of destruction or damage by fire, storm or flood.
 - (c) To keep in repair or maintain any of the possessions belonging to the Tenant.

6. Insurance and rent suspension

- 6.1. The Landlord must insure the Property and all items listed in the Inventory and Schedule of Condition against fire, flooding and other risk usually covered by a comprehensive insurance policy. The Landlord must make all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible.
- 6.2. In the event that the Property, or any part of it, is rendered unfit for occupation as a result of any damage against which the Landlord is required by this Agreement to insure, then the Tenant shall not be required to pay the rent, or a proportionate part of the rent according to the extent of the damage, in respect of any period from the date of the occurrence of the damage until the Property, or the damaged parts of it, are restored and fit for occupation by the Tenant.
- 6.3. The provisions of clause D6.2 shall not apply where the damage to the Property, or any part of it, was caused by the negligence, wilful act or failure of the Tenant, Member of the Tenant's Household or visitor to comply with the Tenant's obligations under this Agreement.

7. Breaches of the Agreement

- 7.1. In the event that the Tenant breaches one or more provisions of this Agreement, the Landlord shall serve notice on the Tenant to cease the conduct that constitutes the breach, or to take reasonable steps within 7 days after the service to rectify the breach, or to do both those things.
- 7.2. If the Tenant fails to comply with the notice, the Landlord may apply to the Court for an order for the termination of the Tenancy and the eviction of the Tenant.

Part E – Additional terms between the parties

1. Additional terms

1.1. The parties to this Agreement have agreed the following additional terms:

This space can be used to record any additional terms that are specific to the Tenancy expressly agreed between the Landlord and the Tenant. It must not be used to contradict other clauses in the Agreement or to attempt to exclude or limit the legal rights and obligations of the parties.

Part F – Break clause and renewal of Tenancy

1. Break clause

1.1. The Tenant may terminate the Tenancy before the end date specified in clause B4.2 by giving the Landlord at least 3 months' prior written notice, and the Tenancy shall expire on a day on which the rent is payable. The Tenant shall not be permitted to give notice under this clause within the first year of the Tenancy.

2. Renewal of the Lease

2.1. If the Landlord does not intend to renew or, as the case may be, further renew the Tenancy, the Landlord shall give the Tenant prior written notice if the Tenancy or the latest renewal of the Tenancy is for a term –

- (a) Not exceeding two years, by no later than the last day on which the rent is due to be paid;
or
- (b) Exceeding two years, by at least three months before the expiry of that term.

Part G – Service of notices

1. Service of notices

1.1. The Landlord and the Tenant agree that any notices given under or in connection with this Agreement which are required to be given in writing may be served on the Landlord during the Tenancy:

- (a) by delivering it to the Landlord or the Agent's at the address;
- (b) by leaving it at the Landlord or Agent's address at the address;
- (c) by registered post; or
- (d) by the recorded delivery service.

1.2. The address for service of notices is:

1.3. The Landlord and the Tenant agree that any notices given under or in connection with this Agreement which are required to be given in writing may be served on the Tenant during the Tenancy:

- (a) by delivering it to the Property;
- (b) by leaving it at the Property;
- (c) by registered post; or
- (d) by the recorded delivery service.

Part H – Signatories to the Agreement

1. Signatures

1.1. The Landlord and the Tenant sign their names below in confirmation of this Agreement, in the presence of two persons called as witnesses, the Tenant having been given a minimum of one clear working day to consider the terms of this Agreement:

The Landlord

Full name: _____

Signature: _____

Date: _____

The Landlord's witness

Full name: _____

Signature: _____

Date: _____

The Tenant

Full name: _____

Signature: _____

Date: _____

The Tenant's witness

Full name: _____

Signature: _____

Date: _____

Insert additional signature blocks if there is more than one party to this Agreement.

Annex 1 – Inventory and Schedule of Condition (Clause B3.4)

(Attach the Inventory and Schedule of Condition to the Agreement here).