

Background

On 10 April 2020, the Government of Jersey introduced temporary regulations to protect islanders from becoming homeless during the COVID-19 outbreak, and to ensure fewer people faced financial hardship.

The regulations expire on 30 September 2020. After this date, landlords and tenants must manage a tenancy in the normal way under the Residential Tenancy (Jersey) Law 2011.

This guidance provides information for landlords and tenants about how issues such as rent arrears due to financial hardship caused by Covid-19 should be managed; ending a tenancy; and the legal eviction process.

Help with rent arrears

From 30 September, tenants can be evicted for failing to pay rent or other bills payable due to financial hardship caused by Covid-19.

Although your landlord may seek to end your tenancy and evict you through the Court, you should try to come to your own arrangement with your landlord to manage rent arrears and other outstanding sums of money you are liable to pay under the terms of your lease.

You should speak with your landlord as soon as possible to inform them of any difficulty you will have in paying your rent or making other payments to your landlord as a result of a reduction in your income caused by the coronavirus outbreak.

You should also confirm this with your landlord in writing and include evidence of financial hardship (and/or that of someone who helps paying your rent). You should agree between you how to manage the rent arrears.

This advice on dealing with rent arrears applies to all forms of rented accommodation, including tenants who occupy a self-contained unit under a lease, and those who are lodgers and share some facilities.

 [Guidance relating to rent and other payments for landlords and tenants of Jersey residential property during the COVID-19 crisis](#)

Providing evidence

The evidence you can provide includes written confirmation from your employer or other reliable source, confirming your situation that is affecting your ability to pay rent or other payments due such as:

- loss of job
- coronavirus-related ill-health
- suspension of your employment and/or payment of salary
- significant reduction in working hours and/or salary
- the extent of any sickness benefit you are entitled under your employment contract (if any)
- confirmation that you have no other independent sources of income
- confirmation of your monthly household outgoings
- confirmation that you have no personal savings, investment or property with a value in excess of £5,000 that could be used towards paying your rent or any other payments
- confirmation of your entitlement to Social Security benefits such as Income Support

- if you are self-employed, a written statement that your business activities have ceased trading or have been severely restricted or impacted due to the coronavirus outbreak

Based on this evidence, your landlord may agree with you a way to manage rent arrears or the payment of other amounts due. This may include:

- deferring payments (you must still pay the full amount, but you will have longer to pay):
 - to partially defer your rent or other payment
 - to completely defer your rent or other payments
- Waiving payments (you do not have to pay it at all)
 - to partially waiver your rent or other payments
 - to completely waiver your rent or other payments
- Changing terms of lease:
 - to temporarily renegotiate a reduced rent
 - to terminate your lease early

If your circumstances change, you should alert your landlord as soon as possible, for example if your financial situation improves and you are able to make earlier payment of rent arrears and other payments due.

Agreement between you and your landlord

Any deferral or waiver should apply from the date agreed between you and your landlord. You should be given 12 months to make any deferred payments, unless a shorter period is agreed by you and your landlord.

Your agreement should be signed and dated by you and your landlord.

Your landlord may also be facing their own financial hardship and cannot agree to defer or waiver your rent or other payments. In these circumstances, you should ask your landlord for evidence of this financial hardship.

If you enter into an agreement with your landlord, they should not take legal action to recover any rent arrears or other payments from you and should not seek to end your lease or commence action to evict you before the end of the period agreed between you.

Tenants still have an obligation to pay rent and other payments due, and landlords still have an obligation to fulfil the terms of your lease. These measures do not apply where you had unresolved rent arrears or other non-payments before the coronavirus outbreak.

It is not compulsory to follow this process and, after 30 September 2020, landlords are able to deal with rent arrears in the usual way (by serving notice for a breach of tenancy and applying to the Court in order to evict).

However, if any dispute results in legal action, the Court will take account of the landlord and tenant's behaviour and their willingness, and any subsequent agreement, to deal with rent arrears or non-payment of other amounts by using the process set out in this guidance.

These measures do not apply where you had unresolved rent arrears or other non-payments before the coronavirus outbreak.

Lodgings and shared accommodation

If you are a lodger and share some facilities in your accommodation, your landlord can ask you to leave for rent arrears or not making other payments at any time. However, this guidance can be used voluntarily to help negotiate with your landlord to manage those payments.

Support with mortgage payments

If you're struggling to make your regular mortgage payments, contact your bank directly to request a mortgage payment 'holiday'.

It's important that you don't just stop your direct debit or standing order. Any mortgage holiday must be agreed with your lender first. If you simply stop your payments without warning this will be recorded as a late payment, which will not only put you into arrears but will also likely affect your credit file (which could make it harder for you to access credit in future).

If you take a mortgage holiday you'll still be charged interest for the time you're not making payments. But you won't have to pay it back immediately, it will be added on to the total cost of your mortgage and factored into repayments when you start making them again.

Rent increases

After 30 September, the suspension on rent increases comes to an end and landlords are able to increase the rent paid by their tenant for any period falling after this date. You may find yourself in a situation where your landlord wants to increase the rent you pay for your home. Landlords can only do this if your lease allows for your rent to be increased.

If you are facing financial hardship due to Covid-19, you should discuss your circumstances with your landlord and try to negotiate a reduction or deferral in your rent increase. It is important to recognise that landlords are likely to have their own financial commitments, and you should therefore make every reasonable effort to pay your rent.

Landlords should act reasonably and increase the rent fairly and realistically, taking into account their tenant's financial position, and increasing rents fairly and realistically, and should discuss with their tenant their rents based on the tenant's financial position.

End of tenancies

Under the temporary regulations, tenants were able to extend a tenancy if it was due to end before 1 October 2020. The regulations allowed as follows:

- any fixed-term tenancy that was due to end before that date may continue as a periodic tenancy unless the parties agree to another fixed-term tenancy or to end the tenancy; and
- a periodic tenancy could only be ended by the tenant or where the tenant and the landlord both agreed in writing that it should end.

After 30 September, a tenancy may only be extended if both the landlord and tenants agree in writing that it will continue. This means that:

- any fixed-term tenancy ends on the date stated in the lease unless the parties agree to another fixed-term tenancy.
- if a tenant wishes to end a periodic tenancy, they may do so by giving 1 months' written notice to end the tenancy;
- if a landlord wishes to end a periodic tenancy, they may do so by giving 3 months' written notice to end the tenancy.

Any 3 months' written notice to end a periodic tenancy issued by a landlord will only be effective after 30 September (i.e. the earliest a landlord could seek to end a periodic tenancy is 31st December 2020. Any notice issued before this date is not allowed unless both the landlord and tenant agree to it.

Landlords

After 30 September, you 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. You're requested to try to come to your own arrangement with your tenants to deal with rent arrears and failure to pay other sums of money.

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

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

Breach of tenancy

If your tenant is in breach of their tenancy agreement, including failure to pay rent or other sums of money payable due to financial hardship caused by Covid-19, you may serve the tenant with a notice.

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

Unlawful evictions

Landlords must follow the correct legal process through the Court to evict a tenant.

A tenant can only be required to leave a property where the Court has made an Order of Eviction against a tenant. The Order must be carried out by the Viscount's Department. A landlord cannot carry out the eviction themselves.

It is usually an illegal eviction if a landlord:

- Forces a tenant to leave a property by threatening or harassing them
- Physically forces a tenant to leave a property
- Prevents a tenant from getting into parts of the property
- Changes the locks while a tenant is out

It is an offence to evict a tenant without following the correct steps through the Court, and they will be liable to prosecution.

It is not an offence to ask a lodger to leave a property – a lodger is a person who lives with the landlord (e.g. has a bedroom with shared use of the facilities). A lodger will not have a lease and will not have exclusive right to the property.

If you think that you are being evicted illegally, you can contact Environmental Health for assistance. Environmental Health can be contacted by telephone on 445808 or environmentalhealth@gov.je

Where you can go for support

If you, or someone you are aware of, is homeless, help is available. Please [email the housing gateway](#). You can request help on behalf of somebody else.

You can also contact **Citizens Advice Jersey** for advice and support about problems you have renting your home. You can contact them by:

Telephone [01534 724942](tel:01534724942)

Freephone [0800 735 0249](tel:08007350249)

Web www.cab.org.je

Email advice@cab.org.je

Facebook <https://www.facebook.com/Citizens-Advice-Jersey-140369369358538>

Twitter [@CABJersey](https://twitter.com/CABJersey)

Visit for face-to-face advice between 10am and 3pm, Monday to Friday at:

St Paul's Community Centre

New Street

St Helier

JE2 3WP

Or at Jersey Library on Tuesday evenings between 5pm and 7.30pm.