

**WRITTEN QUESTION TO H.M. ATTORNEY GENERAL
BY DEPUTY M. TADIER OF ST. BRELADE
QUESTION SUBMITTED ON MONDAY 24th MAY 2021
ANSWER TO BE TABLED ON TUESDAY 1st JUNE 2021**

Question

Will HM Attorney General advise members whether Article 16(2)(b)(ii) of the Residential Tenancy (Jersey) Law 2011 permits a tenant to pursue the landlord for costs incurred by the tenant which arise as a direct result of a property becoming uninhabitable?

Answer

Article 16(2)(b)(ii) would in my view allow a tenant in respect of a residential tenancy or a residential tenancy agreement to pursue a landlord for damages in respect of such costs if they flowed from the landlord's breach of contract. Whilst Article 9 of the Residential Tenancy (Jersey) Law 2011 (which deals with premises which become uninhabitable) does not mention a claim for costs, these provisions would likely be considered to be additional to those concerning the Court's jurisdiction in Article 16 and not preclude a claim for damages in accordance with contractual principles. However, the decision is one for the Petty Debts Court on the facts of a specific case and I am not aware of a previous decision on this point.