

2021.10.05

**7 Senator S.Y. Mézec of the Attorney General regarding the protections against eviction afforded to residential tenants by Jersey legislation (OQ.200/2021):**

What provisions, if any, exist in Jersey law to protect residential tenants from being evicted by their landlord when the landlord wishes to sell the property?

**Mr. M.H. Temple Q.C., H.M. Attorney General:**

Yes. The Residential Tenancy (Jersey) Law 2011 contains 4 sets of provisions which offer protection to residential tenants in the circumstances of the question. The first is where there is a periodic or recurrent tenancy or where there is no specified term, the landlord would need to give notice to quit, which contain prescribed particulars in accordance with Article 6 of the law and a minimum notice period of 3 months. Secondly, if the tenant does not vacate the property where the tenancy has already ended, a landlord would need to obtain an order for eviction from the court to allow the eviction to take place. Third, Article 14 of the 2011 law allows the tenant or the court of its own motion to stay the eviction or seek a stay of the eviction either with or without conditions.

Article 15 sets out prescribed matters which the court must consider and those which the court may consider when considering an application for a stay. They include a wide range of circumstances, including matters such as the balance of hardship as between landlord and tenant, whether other accommodation is available to the tenant and so on. Lastly, Article 10 of the law provides that it is a criminal offence for a landlord, without lawful reason, to prevent a tenant from occupying the property, which is subject to a residential tenancy agreement or otherwise, interfere with the tenant's enjoyment of the property. I would take that to apply in circumstances where perhaps the landlord is taking matters into their own hands and seeking to prevent the tenant from enjoying quiet enjoyment of the property.

**4.7.1 Senator S.Y. Mézec:**

Could the Attorney General, therefore, confirm that where a tenancy has a fixed end which does not coincide with the time at which the landlord wishes to sell their property, that they are unable to require the tenant to leave that property? Would he further confirm that when the ownership of the property changes hands, whether or not the new landlord is bound by law to honour the existing tenancy and see it through to its end?

**The Attorney General:**

Yes, the law distinguishes between 2 different types of tenancy agreements and the Senator has referred, I think, to a fixed-term tenancy of, say, one or 2 years and in those circumstances the landlord, they could do a number of things but basically they should wait until that fixed tenancy has expired. Alternatively, they could sell the property to a purchaser but subject to the existing tenancy. I suppose, thirdly, they could try and negotiate with the tenant and see if they could provide alternative accommodation of an equivalent character or possibly try and buy out the tenant, I suppose, in those circumstances. But the basic provision is that the tenant has a legal interest in the property and the landlord would need to respect that.

**4.7.2 Deputy R.J. Ward:**

Sorry, I am just struggling to hear some of the answers. Can I just confirm, and it may well have been asked just in a different way because it is a technical question, does a landlord who buys a home with somebody living in it buy the interest, if you like, in that tenant living in it at the same

time and, therefore, is legally bound by a specific interest? Is that what the Attorney General was saying? He may have well have answered that, apologies if he has.

**The Attorney General:**

Yes, I thought I had answered that. The original supplementary question was where there was a fixed-term tenancy of, say, one or 2 years and the property is sold, then the landlord would need to respect that tenancy agreement and they have a number of options. The basic one would be to sell the property subject to the tenancy and the terms of the contract of sale would need to reflect or be subject to that tenancy agreement.

**The Bailiff:**

Final supplementary, Senator Mézec.

**Senator S.Y. Mézec:**

Not at this point, Sir; the Attorney General has been helpful. Thank you.