

**THE JERSEY HOMES TRUST
TENANCY AGREEMENT**

1. THIS TENANCY AGREEMENT between THE JERSEY HOMES TRUST of Brunel Chambers, Devonshire Place, St Helier, Jersey ("the landlord")

AND _____

of _____

(who, whether one or more, is or are referred to as "the tenant") is made this _____ day of _____ 20____.

THE PREMISES TO BE LET are _____ ("the premises").

The Tenancy commences on the _____ day of _____ 20____ and (subject to being terminated earlier as provided herein or to being extended as provided herein) terminates on the _____ day of _____ 20____ .

2. The premises are let unfurnished (save the fixtures and fittings listed in the inventory attached to this Agreement).

3. The rent for the premises is £_____ per month payable in advance on the 1st day of each month by (Cheque/Bankers Order) without deductions.

(In addition to the rent the sum of £0.00 will be payable monthly in respect of the following service charges: Water Rates

The first rent payment shall be made on _____ and all rental payments shall be made to

BRUNEL MANAGEMENT LIMITED at Brunel Chambers, Devonshire Place, St Helier, Jersey JE2 3RD

4. Subject to the foregoing, this tenancy is subject to:-

- (a) the agreements between the landlord and the tenant set out in Part I of the Schedule to this Agreement;
- (b) the covenants by the tenant set out in Part II of that Schedule;
- (c) the covenants by the landlord set out in Part III of that Schedule; and
- (d) the additional agreements set out in Part IV of that Schedule insofar as the same do not derogate from any of the agreements and covenants above mentioned.

5. Where more than one tenant is a party to this Agreement, every obligation, undertaking and liability of the tenants is joint and several.

IN WITNESS whereof the landlord and the tenant have hereunto set their hands in duplicate the day and year first before written:

Signed

(for The Jersey Homes Trust)

Signed

(tenant)

*Delete if not applicable

**SCHEDULE
PART I
AGREEMENTS**

The parties agree as follows:-

- (a) if a deposit is required from the tenant it shall not exceed an amount equal to one periodical payment of the rent for the premises as set out in Clause 3, above, and the landlord shall give a written receipt to the tenant for the deposit;
 - (b) any deposit paid by the tenant shall be lodged with an authority appointed by the Housing Minister to hold residential tenants' deposits and shall be repaid to the tenant by such authority at the expiry or earlier determination of the tenancy subject to any costs imposed by such authority and any deductions for arrears of rent or other arrears and a reasonable sum for re-decorations and repairs (other than for fair wear and tear) to the premises and any of the landlord's fixtures and fittings therein and for any damage caused by the tenant, his servants, agents or invitees other than damage in respect of which the landlord is required to insure under this Agreement;
 - (c) the rent for the premises shall be reviewed and increased during the first twelve months of this Agreement and thereafter annually in accordance with guidelines or directions issued by any competent authority of the States or as prescribed by any Law or Regulation. (The charge for a service may be varied from time to time in accordance with the variation in the charge made by the service company for providing that service, but in any event shall not exceed the charge levied by the appropriate service company)
 - (d) the tenant is not required to purchase from the landlord any fixtures or fittings in the premises or any furniture or other movable property, nor shall the landlord make the grant of the tenancy conditional upon the purchase by the tenant of any furniture or other movable property from any person;
 - (e) other than the rent reserved and the deposit, if any, mentioned in clause (a) of this Part, no premium, key money, fee or other charge shall be payable by or on behalf of the tenant to the landlord or any person on his behalf in respect of this Agreement or the grant of the tenancy;
 - (f) the children of the tenant may join the tenant in occupation of the premises subject to any statutory limitation or lawful restriction by any public authority for the time being in force;
 - (g) the tenant shall have the absolute right to opt to be supplied with services direct from the company supplying the service and in that event shall be responsible for all payments in respect of any such supply which is received by him;
 - (h) in the event of the premises or any part thereof being rendered unfit for occupation by reason of any damage against which the landlord is required by this Agreement to insure, then the rent or a proportionate part of the rent according to the extent of the damage shall not be payable in respect of any period from the date of the occurrence of the damage until the premises or the damaged portions of them are restored to a condition fit for occupation;
 - (i) the landlord shall pay the foncier rate for the premises, any other rate, charge or assessment usually payable by the landlord and any Schedule A income tax to which he may be liable in respect of the rent received under this Agreement and the tenant shall pay the occupier's rate in respect of the premises: provided that in the first and last years of the tenancy the tenant shall be liable in respect of the occupiers rate only in respect of the portion of those years during which the tenancy is in effect;
 - (j) the tenant may terminate this tenancy by giving written notice accordingly to the landlord of no less a period than that required by this clause, expiring on a day on which the rent is payable. If the rent is payable under this Agreement at intervals of one month or less, the period of notice required is one month; in all other cases the period of notice required is three months. The notice shall be duly given if posted by recorded delivery to the landlord at his usual address or delivered to the person to whom the rent is payable under this Agreement;
 - (k) if-
 - (i) the rent or any part of it is for no good reason in arrears for ten days, whether having been formally demanded or not;
 - or
 - (ii) there has been a breach of any of the tenant's covenants for a similar period (whether or not the landlord has given notice to the tenant that such a breach is considered to be in the course of being committed);
 - or
 - (iii) the property of the tenant is declared 'en désastre' or if the tenant commits any act of insolvency whether in Jersey or elsewhere;
- then in any such case the landlord may by written notice forthwith terminate the tenancy and shall become entitled to institute proceedings for the recovery of possession of the premises under the "Loi (1946) concernant l'expulsion des locataires réfractaires", as amended, or statutory modification or re-enactment of that Loi or any law having similar effect, without prejudice to the landlord's rights, if any, to claim damages or to any other relief or remedy;
- (l) if the landlord does not intend to extend or, as the case may be, further to extend the tenancy, he shall give the tenant written notice accordingly and the notice shall be given, if the tenancy or the latest extension of it is for a term-
 - (i) not exceeding two years, not later than the last day on which the rent is due to be paid; or
 - (ii) exceeding two years, at least six months before the expiry of that term.

**PART II
TENANT'S COVENANTS**

The tenant covenants as follows:-

- (a) to pay the rent in full on the days and in the manner provided by this Agreement;
- (b) not to cause or permit or suffer to be done on the premises:-
 - (i) anything illegal or prejudicial to the safety of the premises or any adjoining or neighbouring premises;
 - (ii) any nuisance or annoyance to the occupiers of adjoining or neighbouring premises;
 - (iii) anything which may cause the insurance of the premises to be void or voidable; or
 - (iv) anything which, without prejudice to sub-clause (i) above, is in breach of the Island Planning (Jersey) Law 1964 or any re-enactment thereof;
- (c) not to keep any animal on the premises without the prior written consent of the landlord;
- (d) not, without the prior written consent of the landlord, to use the premises for any purpose other than as a private residence;
- (e) not to make any structural alteration to the premises, nor to erect any aerial, satellite dish or similar apparatus without the prior written consent of the landlord, which consent shall not be unreasonably withheld;
- (f) to keep the interior of the premises and all fixtures and fittings therein 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) and repair or replace any part of the premises and any fixtures or fittings which require repair or replacement as a result of the negligence or wilful act or default of the tenant or the tenant's servants, agents or invitees;
- (g) to keep the garden and any yard, patio or similar area of the premises in clean and tidy condition and in particular not to allow or suffer the accumulation of any refuse, rubbish or waste thereon;
- (h) not to lop or cut down any trees or bushes in any garden to the premises without the prior written consent of the landlord;
- (i) to allow the landlord, his agent or workmen access to the premises at all reasonable times and upon reasonable notice to view the condition of the premises and to effect any necessary repairs to the premises or to other parts of the building in which the premises are situate to which access for those purposes cannot otherwise conveniently be obtained;
- (j) not to leave or allow or suffer to be left on the premises any disused or derelict vehicle without the consent of the landlord;
- (k) not to assign the tenancy, sub-let or otherwise part with possession of the premises or a part thereof;
- (l) not to take in lodgers or paying guests in the premises without the prior written consent of the landlord and where such consent is given to ensure compliance with any laws governing the operation and registration of lodging houses;
- (m) to pay all existing and future rates, taxes, assessments and other outgoings on the premises, except as provided otherwise by this Agreement; and
- (n) at the expiration or earlier determination of the tenancy to give possession of the premises and the fixtures and fittings listed in the inventory attached to this Agreement to the landlord in good and tenantable repair in accordance with the tenant's covenants in this Agreement (fair wear and tear and damage for which the landlord is required by this Agreement to insure, excepted).

**PART III
LANDLORD'S COVENANTS**

The landlord covenants as follows:-

- (a) so long as the tenant pays the rent and performs and observes the tenant's covenants to allow the tenant peaceable possession of the premises during the term of tenancy;
- (b) to keep the premises wind and water tight and to keep in tenantable repair the exterior and interior of the premises (except insofar as the want of repair is due to the negligence of wilful act or default of the tenant or the tenant's servants, agents or invitees);
- (c) to insure the premises and any building in which the premises are situate and to keep them insured against loss or damage by fire, flood and other risks, third party liability and special perils normally insured in an insurance office of repute to the full cost of reinstatement of the same from time to time, together with the cost of architect's, surveyor's and other professional fees and all other fees associated with the reinstatement and the costs of demolition, site clearance and temporary works which may be incurred in making the premises or building safe;
- (d) to keep in tenantable repair all halls, landings, passageways, stairs and other areas of the building in which the premises are situate and any open areas used by the tenant in connection with the premises; and
- (e) allow the tenant free and uninterrupted use of all pipes, drains, wires, flues and chimneys serving the premises, excepting and reserving the existing use thereof by the landlord and use by other tenants of the landlord.

**PART IV
ADDITIONAL AGREEMENTS**

The landlord and the tenant further agree that:-
(set out any additional obligations not derogating from any of the agreements and covenants above-mentioned)

1. THE TENANT IS REQUIRED TO OBSERVE THE FOLLOWING REGULATIONS:

- (I) TO keep garage doors (if provided) shut at all times except when in use.
- (II) NOT to park any vehicle on the landlord's property within which the premises are situated ("the property") except by prior arrangement with the landlord.
- (III) NOT to heat the premises with any appliance using paraffin or bottled gas or to cause a high level of condensation within the premises by the use of any heating or household appliance or the drying of washed clothing. Any breach of this regulation may be regarded as negligence on the part of the tenant for the purposes of sub-Paragraph (iv) of these Regulations.
- (IV) TO be responsible for any and all damage or deteriorations occasioned within the property arising from the neglect of the tenant to observe any term or condition of the Lease or through any other negligence or accident on the part of the tenant his family servants agents invitees and contractors.
- (V) NOT to alter any electrical installation without the written consent of the landlord and at all times to use the electricity supply in accordance with the regulations of Jersey Electricity Plc NOR to permit or bring in or upon the premises anything which may throw on the premises any weight or strain in excess of that which such premises are calculated to bear with due margin for safety and not to overload floors nor suspend any excessive weight from ceilings or walls thereof.
- (VI) TO report without undue delay to the landlord any damage or deterioration upon becoming aware of the same however caused to or upon the premises to advise the landlord in advance of any intention to leave the premises unoccupied for any period in excess of three weeks.
- (VII) NOT to park or leave caravans high sided or commercial vehicles or boats or any unsightly object on any part of the property and NOT to park bicycles on the property unless parked in an area designated by the landlord for such purpose and TO keep the approaches to the property unobstructed and clear of motor and other vehicles and all other objects of every description provided that this sub-paragraph shall not prevent the parking cars on the property by virtue of and in accordance with the provisions of sub-paragraph 1 (ii) hereof.
- (VIII) NOT to permit washed linen or clothing signs advertisements trellis bamboo matting privacy screening flags bunting strings of lights motifs or insignias or any unsightly object to be placed hung or exposed in or near windows or on or from balconies, terraces, fences, hedges or railings of the premises or the property..
- (IX) TO observe all clauses and covenants required to be observed by the landlord and generally to conduct the tenancy hereby created so as to cause no avoidable inconvenience or annoyance to any neighbour or the residents of adjoining or nearby property.
- (X) TO permit the landlord during the final three months of this Lease to conduct prospective tenants over the premises at any reasonable time subject to reasonable notice being given.
- (XI) NOT to smoke or permit smoking in any part of the property (other than the premises) and to use the common parts or shared areas of the property with the minimum of disturbance particularly during nocturnal hours and not to permit children or other persons to loiter or play in such common parts or shared areas.
- (XII) NOT to place refuse or rubbish of any description anywhere upon the property other than in suitable receptacles and in an hygienic manner for collection by refuse collectors and not to place or leave any such receptacle in any openly visible position on the premises or on the property except on the actual days required to enable such collection.
- (XIII) TO place and keep sound absorbing floor coverings on any and all floors in the premises situated above residential accommodation occupied by third parties and NOT to cover such floors with timber, linoleum, plastic or similar coverings.
- (XIV) THE reverse of curtains or blinds hung at any window or door or the premises and visible from any other part of the property shall be plain without bold pattern and of neutral colour.
- (XV) ANY dog brought onto the property must be kept on a lead at all times.
- (XVI) ANY gathering held outside the premises and upon the property shall end by 11.00 p.m and shall not cause any nuisance.

- 2. The tenant shall at all times keep the landlord informed of the full name, gender and date of birth of all persons permanently resident in the premises and shall notify the landlord promptly of any and all changes including births, deaths and the names of persons vacating the premises.
- 3. The tenant shall have no right to charge the landlord any sum in respect of improvements made to the premises and its fixtures and fittings.
- 4. In the event of any dispute between the tenant and any other tenant or user of the property concerning his or their occupation or use of the property the same shall be referred to the landlord for decision and any such decision made shall be final and binding on the parties to any such dispute.
- 5. Contravention by act or omission of any term or condition of this Tenancy Agreement by any family member servant tradesman or invitee of the tenant shall be regarded as the act or omission of the said tenant.
- 6. The landlord reserves the right to hold a door-key giving access to the premises and the tenant shall not change the lock operated by the said key or fit or cause any additional lock to be fitted without the written authority of the landlord.
- 7. At the commencement of this Tenancy Agreement the tenant shall pay to the landlord by way of deposit the sum of £0.00 such deposit to be held and applied in accordance with Clause (b) of Part 1 of this agreement.
- 8. The landlord and its agents shall have the right to notify statutory authorities mains service and television reception providers and maintenance and repair contractors the name and address of the tenant and the dates of occupation of the premises by the tenant notwithstanding that information so notified shall be held by the landlord or its agents on computer or electronic data files.
- 9. The tenant shall be responsible for paying the cost of all mains services supplied to or consumed on the premises and shall refund to the landlord on demand the cost of any such services paid by the landlord on the tenant's behalf.
- 10. The tenant shall not have the right to assign to any third party any right to park a vehicle on the property of the landlord.
- 11. The expression "premises" shall where the sense permits include any external cupboard or store to which the tenant is granted access or use.
- 12. The tenant may detach and remove anything that the tenant has fixed to the premises, subject to the tenant's making good any damage thereby caused. In this Agreement where the consent of the landlord is required by the tenant before the tenant does something in respect of the premises, that consent shall not be unreasonably withheld or delayed by the landlord.
- 13. The landlord will process your personal data in order to give effect to this tenancy agreement. For further details please see Jersey Homes Trust's privacy notice which is available on request, from Brunel Management, Brunel Chambers, Devonshire Place, St Helier, Jersey or via the Jersey Homes Trust website.

Signed by the landlord _____ Signed by the tenant _____
(for The Jersey Homes Trust)

(The tenant is strongly advised to keep his personal possessions fully insured on his own account.)