

GUERNSEY STATUTORY INSTRUMENT

2005 No. 9

**The States Housing (Statutory Tenancies)
(Guernsey) Regulations, 2005**

<i>Made</i>	<i>5th May, 2005</i>
<i>Coming into operation</i>	<i>7th May, 2005</i>
<i>Laid before the States</i>	<i>, 2005</i>

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The States Housing (Statutory Tenancies)(Guernsey) Regulations, 2005

THE HOUSING DEPARTMENT, in exercise of the powers conferred on it by section 2 of the States Housing (Tenancies, Rent and Rebate Scheme) (Guernsey) Law, 2004^a and all other powers enabling it in that behalf, hereby makes the following regulations:-

PART I

DETERMINATION OF APPLICATIONS AND PROVISIONS FOR DETERMINING STATUTORY TENANT

Determination of applications.

1. (1) An application for a statutory tenancy shall be considered and determined by the Chief Officer in accordance with the provisions of these regulations.

(2) The Chief Officer shall be under no obligation to consider an application for a statutory tenancy unless -

- (a) he has received an application in a form which he shall specify, fully completed by or on behalf of the prospective statutory tenant, and
- (b) there is supplied with the application or produced to the Chief Officer, such information, documents and other evidence of the circumstances, means and expenditure of the prospective statutory tenant and of

any other person intended to reside with the tenant, as may reasonably be required by the Chief Officer to determine the application.

(3) For the avoidance of doubt and without limiting the power of the Chief Officer under paragraph (2)(b), evidence of means and expenditure includes documents such as bank statements, wage slips and returns and assessments submitted to or issued by the Administrator referred to in section 205 of the Income Tax (Guernsey) Law, 1975^b.

(4) The Chief Officer may only determine an application for a statutory tenancy that has not been submitted in accordance with paragraph (2)(a) in exceptional circumstances.

Provisions for determining who is to be the statutory tenant.

2. (1) A person who -
- (a) satisfies the Chief Officer as to his identity and his eligibility to occupy a States residential property according to the criteria set out in the States Housing Allocation Policy, and
 - (i) signs the statutory tenancy agreement in the form set out in Schedule 1 (or in such other form as the Chief Officer may from time to time require), or

^a Order in Council No. ** of 2005.

^b Ordres en Conseil Vol. XXV, p. 124.

- (ii) complies with any other conditions the Chief Officer may reasonably impose, or
- (b) does not comply with subparagraph (a) but occupies a property specified in the Schedule of States residential properties as tenant with the permission of the Department,

shall be deemed the statutory tenant of the relevant States residential property.

(2) In paragraph (1)(b) the "**Schedule of States residential properties**" means the document of that name signed for the purposes of identification by the Minister of the Department and dated the 1st March, 2005 and lodged at the Greffe pursuant to the States Housing (Termination of Tenancies) (Guernsey) Ordinance, 2005.

Provision of information.

3. For the purposes of these regulations, the tenant shall produce such information, documents and other evidence or further evidence as the Chief Officer may, from time to time require, as to the matters set out in regulation 2(1)(a) and generally as to his circumstances, means and expenditure, which may include, without limitation, documents described in regulation 1(3), birth certificate, marriage certificate, passport, driving licence, right to work document, housing needs declaration and details of, and corresponding information, documents and evidence relating to, any partner or child of the tenant and other members of his household.

PART II
TERMS AND CONDITIONS OF STATUTORY TENANCIES AND
OBLIGATION TO REVIEW

Terms and conditions of statutory tenancies.

4. The terms and conditions of statutory tenancies under which persons shall occupy States residential property shall be those set out in Schedule 2 to these Regulations, as may be amended from time to time.

Other terms and particulars.

5. The terms and conditions of statutory tenancies set out in Schedule 2 shall be applied subject to the particulars in the form set out in Schedule 3 (or in such other form as the Chief Officer may from time to time require), (which includes the amount of rent), and shall be deemed to incorporate any other terms and conditions (for example, as to fixed or periodic terms) that the Department thinks fit in any particular case, having considered -

- (a) the application and any other supporting evidence submitted by the prospective statutory tenant under regulation 1(2),
- (b) any other evidence submitted by the prospective statutory tenant under regulation 1(3) and 3.

Variation of terms and conditions and particulars of statutory tenancies

6. The Department may in any particular case amend, modify or disapply any of the terms and conditions of statutory tenancies set out in Schedule 2 and particulars set out in Schedule 3, by serving a notice as set out in Schedule 4.

Payment of rent

7. A rent due under a statutory tenancy shall be paid to the Department by the statutory tenant, in accordance with the terms and conditions of statutory tenancies set out in Schedule 2 and the particulars set out in Schedule 3, or as the Chief Officer may otherwise direct.

Provisions for review.

8. Without prejudice to the Department's rights to review any particular statutory tenancy at any time, the Department may review and amend the terms and conditions of statutory tenancies set out in Schedule 2 and the particulars set out in Schedule 3, in such manner and at such times as it thinks fit.

PART III

TERMINATION OF STATUTORY TENANCIES, REPOSSESSION AND
NOTICE TO QUIT

Termination of statutory tenancies and repossession of property.

9. (1) The Chief Officer may terminate a statutory tenancy -
- (a) in any of the circumstances indicated in paragraph (3) (a) to (d), or
 - (b) on giving the tenant 7 days notice in accordance with the terms and conditions of the statutory tenancy.

(2) The Chief Officer may, on the termination of a statutory tenancy under paragraph (1), re-possess a States residential property, provided that he serves the tenant with a notice to quit made under these regulations.

- (3) The circumstances for the purposes of paragraph (1) are -
- (a) where the tenant fails to deliver to the Department any of the information, documents or other evidence or further evidence required under regulation 3, or required by or under any other regulations made under the Law, within such period as the Chief Officer may reasonably require,
 - (b) where the tenant has not paid the rent or is otherwise in breach of any of the terms and conditions of the statutory tenancy set out in Schedule 2,
 - (c) where, following a review of the occupancy of the relevant States residential property, the Chief Officer decides to reallocate the property, or
 - (d) any other circumstances where the terms and conditions of the statutory tenancy set out in Schedule 3 specifically so provide.

Notice to quit.

10. (1) Where the Chief Officer terminates a statutory tenancy under regulation 9 the Department shall serve the tenant with a notice to quit, as set out in Schedule 5.

(2) A notice to quit served under paragraph (1) shall be deemed validly served if it is served in accordance with the provisions of regulation 16 ("service of documents").

(3) For the avoidance of doubt, any rule of law or custom by which service of a notice to quit is required to be effected by Her Majesty's Sergeant shall not apply in the case of a statutory tenancy.

PART IV OFFENCES

Failure to notify change in circumstances.

11. (1) A statutory tenant who, without reasonable excuse, fails to inform the Chief Officer or any other officer of the Department of any change in the tenant's circumstances which would effect -

- (a) his eligibility for a statutory tenancy, or
- (b) the amount of any rent he is able to pay,

within 7 days of the occurrence of the change, is guilty of an offence.

(2) A person who is guilty of an offence under paragraph (1) is liable -

- (a) on conviction on indictment, to imprisonment for a term not exceeding two years, or to a fine, or to both, or
- (b) on summary conviction, to imprisonment for a term not exceeding six months, or to a fine not exceeding

level 5 on the uniform scale, or to both.

Making a false statement.

12. (1) A person who, for the purpose of obtaining a statutory tenancy under any provision of these regulations, whether for himself or some other person, or for any other purpose connected with these regulations -

- (a) knowingly makes a false statement or false representation, or
- (b) produces or furnishes, or causes or knowingly allows to be produced or furnished, any document or information which he knows to be false in a material particular,

is guilty of an offence.

(2) A person who is guilty of an offence under paragraph (1) is liable -

- (a) on conviction on indictment, to imprisonment for a term not exceeding two years, or to a fine, or to both, or
- (b) on summary conviction, to imprisonment for a term not exceeding six months, or to a fine not exceeding level 5 on the uniform scale, or to both.

(3) Nothing in this regulation shall prevent the Department from recovering by civil proceedings any sums due to the States.

PART V
MISCELLANEOUS

Recovery of monies due.

13. (1) Where the Department is owed any rent or other monies under the terms and conditions of the statutory tenancy, it may recover such monies from the statutory tenant as a civil debt due to the States.

(2) Paragraph (1) is without limitation, and does not prejudice the generality of the relationship of landlord and tenant that exists between the States (acting by and through the Department) and the statutory tenant.

Delegation of functions.

14. (1) The Department or the Chief Officer may, by an instrument in writing, either generally or otherwise as specified in the instrument, arrange for any of its or his functions under these regulations to be carried out in its or his name by any person named or described in the instrument.

(2) A function carried out by a delegate pursuant to an arrangement made under this paragraph is for all purposes carried out by the Department or the Chief Officer as the case may be; and every decision taken or other thing done by a delegate pursuant to such an arrangement has the same effect as if taken or done by the Department or the Chief Officer.

(3) An arrangement made under this paragraph for the carrying out of a function by a delegate -

- (a) may be varied or terminated at any time by the Department or Chief Officer, as the case may be, but without prejudice to anything done pursuant to the arrangement or to the making of a new arrangement, and
- (b) does not prevent the carrying out of the function by the Department or the Chief Officer while the arrangement subsists.

Decisions etc. to be recorded in writing.

15. Where a decision or determination relating to a statutory tenant is made by the Department, or the Chief Officer, under these regulations -

- (a) the reasons for that decision or determination shall be recorded in writing, and
- (b) as soon as reasonably practicable thereafter, a notice of the decision or determination and reasons shall be served upon the statutory tenant.

Service of documents.

16. (1) A document served by the Department under these regulations shall be validly served, or deemed to be validly served, for the purposes of these regulations and of the statutory tenancy, if the document -

- (a) is handed to the tenant,
- (b) is handed to an adult member of the tenant's household,

- (c) is handed to a reliable adult at the property to which the statutory tenancy relates who undertakes to bring the document to the attention of the tenant, or
- (d) is left at or sent by post or transmitted to the property to which the statutory tenancy relates or (if different) the statutory tenant's usual or last known place of abode.

(2) A document sent by post shall, unless the contrary is shown, be deemed for the purposes of these regulations to have been received on the third day after the day of posting excluding any non-business day; and in this regulation a "**non-business day**" means a Saturday, a Sunday, Christmas Day and Good Friday, and any day appointed as a public holiday by Ordinance of the States under section 1(1) of the Bills of Exchange (Guernsey) Law, 1958^c.

(3) Service of any document sent by post shall be proved by showing the date of posting, the address thereon and the fact of prepayment.

(4) For the purposes of this regulation, the expressions -

- (a) "**by post**" means by registered post, recorded delivery service or ordinary letter post; and
- (b) "**transmitted**" means transmitted by electronic communication, facsimile transmission or other similar means which produce or enable the production of a

document containing the text of the communication: in which event the document shall be regarded as served when it is received.

PART VI
INTERPRETATION & GENERAL PROVISIONS

References to tenant.

17. For the avoidance of doubt, and unless the context requires otherwise, any reference in these regulations to a statutory tenant or tenant includes all individuals who are joint tenants in respect of the property to which the tenancy relates.

Interpretation.

18. (1) In these regulations, unless the context requires otherwise -

"Chief Officer" means the Chief Officer of the Department,

"child of a tenant" means the natural or adopted child of the tenant or a child treated as such by the tenant,

"co-habitee" means a person who is living with a person to whom he is not married, in a relationship which is, or is deemed by the Chief Officer to be, equivalent to the relationship of husband and wife and irrespective of whether or not the person is of the same or the opposite sex,

^c Ordres en Conseil Vol. XVII, p. 384; Vol. XXIV, p. 84; No. XI of 1993; and No. XIV of 1994.

"Department" means the Housing Department,

"determined" means determined by the Chief Officer,

"document" includes information recorded in any form and, in relation to information recorded otherwise than in legible form, references to its production, however expressed, include references to the production of a copy of the information in legible form,

"household" includes the statutory tenant's partner and all persons occupying the property to which the statutory tenancy relates,

"housing needs declaration" means a declaration of the financial resources of a tenant, the composition of his household and the financial resources of the members of his household in such form as the Chief Officer may determine,

"Law" means the States Housing (Tenancies, Rent and Rebate Scheme) (Guernsey) Law, 2004,

"partner" means husband, wife or co-habitee,

"prospective statutory tenant" means a person who is applying to become a statutory tenant under regulation 1 of these regulations,

"States Housing Allocation Policy" means the policy from time to time implemented and published by the Department setting out the criteria used by the Department in assessing the eligibility of persons to occupy States residential properties,

"States residential property" means any residential property an

estate of inheritance of which is vested in the States (or in which the States has any other form of property right enabling it to grant or create a statutory tenancy),

"statutory tenancy" means a tenancy which exists in respect of a property by virtue of section 2(2) of the Law where a person is permitted by the States (acting by and through the Department) to occupy any States residential property on the terms and conditions of statutory tenancy shown in Schedule 2 of these regulations and "terms and conditions of statutory tenancy" shall be construed accordingly,

"statutory tenancy agreement" means the agreement in the form set out in Schedule 1 (or in such other form as the Chief Officer may from time to time require),

"statutory tenant" means a person as described under regulation 2 who occupies a States residential property under a statutory tenancy and who is the statutory tenant by virtue of these regulations and the Law,

(2) Any reference in these regulations to an enactment is a reference thereto as from time to time amended, replaced or re-enacted (in either case, with or without modification), extended or applied.

(3) Any failure or delay by the States to exercise, and any decision to partially exercise, any right, power or remedy arising in respect of the occupation of a States residential property after the date of these regulations, will not operate as a waiver of such right, remedy or power, nor will it preclude the full exercise thereof or any further exercise by the States of the same or some other right, power or remedy.

(4) The provisions of the Interpretation (Guernsey) Law, 1948^d apply to the interpretation of these regulations as they apply to the interpretation of a Guernsey enactment.

Citation.

19. These regulations may be cited as the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005.

Commencement.

20. These regulations shall come into force on the 7th May, 2005.

^d Ordres en Conseil Vol. XIII, p. 355.

SCHEDULE 1

FORMS PRESCRIBED FOR THE PURPOSES OF the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005 made under section 2 of the States Housing (Tenancies, Rent and Rebate Scheme) (Guernsey) Law, 2004

STATUTORY TENANCY AGREEMENT

DATE:

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BETWEEN

- (1) **THE STATES OF GUERNSEY** acting by and through the States Housing Department of Sir Charles Frossard House, La Charroterie, St. Peter Port, GY1 1FH ("the States"),

AND

- (2) **THE TENANT** whose name and address are set out in the Particulars

In the case of joint tenants the term "Tenant" applies to all or any of them, and each Tenant jointly and severally has all the responsibilities set out in this Agreement.

IT IS AGREED as follows:

1. The States lets the Property to the Tenant upon the terms and conditions of the statutory tenancy.
2. The terms and conditions of the statutory tenancy shall apply to and be incorporated in this Agreement.
3. The States agrees to be bound in all respects by and to comply with the obligations on its part set out in the terms and conditions of the statutory tenancy.
4. The Tenant agrees to be bound in all respects by and to comply with the obligations on his part set out in the terms and conditions of the statutory tenancy.
5. The Particulars accompanying this Agreement are incorporated in and form part of this Agreement.

AS WITNESS the States and the Tenant have executed this agreement on the date appearing at the head of this agreement.

SCHEDULE 2

FORMS PRESCRIBED FOR THE PURPOSES OF the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005 made under section 2 of the States Housing (Tenancies, Rent and Rebate Scheme) (Guernsey) Law, 2004

TERMS AND CONDITIONS OF STATUTORY TENANCY

1. GENERAL TERMS

Definitions.

1.1. In this Agreement:

1.1.1 "**Common Parts**" means the entrance lobbies, access, balconies, lifts, staircases and rubbish chutes of a building and the access roads, paths and walkways, play and leisure areas, parking areas and open spaces of the Estate;

1.1.2 "**The Department**" means the States Housing Department;

1.1.3 "**Estate**" means the building and estate of which the Property forms part and includes the Property and any other buildings or residential accommodation on the Estate or nearby and owned by the States and the common parts of the Estate;

- 1.1.4 "**General Estate**" means the building and estate of which the Property forms part and includes the Property and any other buildings or residential accommodation on the Estate or nearby and the common parts of the Estate;
- 1.1.5 "**Household**" includes the Tenant's spouse and all persons occupying the Property;
- 1.1.6 "**Particulars**" means the particulars attached to these Standard Tenancy Conditions and forming part of this Agreement;
- 1.1.7 "**Property**" means the property specified in the Particulars;
- 1.1.8 "**Rent**" has the meaning in clause 1.2 below;
- 1.1.9 "**Spouse**" includes partner, which means the husband, wife or co-habitee and includes co-habitees of the same gender;
- 1.1.10 "**Standard Weekly Rent**" has the meaning given by the States Housing (Rent and Rebate Scheme) (Guernsey) Regulations, 2005.
- 1.1.11 "**Tenancy**" means this Agreement including these terms and conditions of statutory tenancy.
- 1.1.12 "**Tenant**" means the persons whose names and addresses are set out in the Particulars (and includes all or any joint tenants);

1.1.13 The singular includes the plural and the masculine includes the feminine and in each case vice versa;

Payments for property and Other Charges.

1.2 "Rent" refers to the sum of the Standard Weekly Rent, water rates and other charges which may include charges for maintenance, parking, garages and other items agreed between the Tenant and the Department, as set out in the Particulars or as may be varied from time to time in accordance with the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005, as amended.

Payment of Rent.

1.3 The Tenant must pay the total Rent when due.

Changes in Rent.

1.4

1.4.1 The Department can vary the amount of the Rent in accordance with the provisions of the States Housing (Rent and Rebate Scheme) (Guernsey) Regulations, 2005, as amended and by serving not less than 7 days notice on the Tenant (in accordance with the service of notice provisions prescribed under the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005, as amended, the main provisions being duplicated for ease of reference at clause 1.9 below).

1.4.2 If the Tenant fails to inform the Department of any change in circumstances which might affect his eligibility for a rent rebate, the Department may be able to recover any

overpayments under the States Housing (Rent and Rebate Scheme) (Guernsey) Regulations, 2005, as amended. In addition the tenant may be guilty of an offence under those regulations and the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005, as amended.

Late Payment of Rent.

1.5 If the Rent is in arrears for seven days after becoming due whether legally demanded or not (except in cases where Rent is unpaid as a result of an error by the Tenant's bank in making payment by direct debit or where mandate payments have been made by an employer – in which case the Tenant shall be bound to pay the Rent upon being notified of such error), or if the Tenant is in breach of any of his responsibilities under this Tenancy, the Department may cancel this Tenancy and repossess the Property at any time after seven days notice to the Tenant of such arrears or breach, but without prejudice to any other right or remedy of the Department;

Re-possession of Property.

1.6 In any of the following circumstances the Department can terminate the Tenancy on seven days notice and repossess the Property:

- 1.6.1 if the Tenant makes a false statement deliberately or recklessly which the Department relies upon in granting the Tenancy;
- 1.6.2 if the Tenant has submitted a fraudulent claim for a Rent Rebate or has failed to advise the Department of a change in circumstances, which would result in the loss of or change in the entitlement to a Rent Rebate (without prejudice to the right of the Department to recover the amount fraudulently

claimed or overpaid, plus the legal costs of any recovery, and interest on the arrears due);

1.6.3 if the Tenant fails to return to the Property after occupying temporary accommodation whilst works are carried out to the Property and these works are completed;

1.6.4 if following a review the Department has determined that:

1.6.4.1 the Tenant is no longer eligible for States housing;
or

1.6.4.2 the Property is no longer appropriate to the Tenant's needs but is required by the Department to meet the housing needs of other persons, and suitable alternative accommodation is made available to the Tenant by the Department, or through another social housing landlord in Guernsey.

1.6.5 in any other circumstances set out in the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005, as may be amended from time to time.

Restriction on owning or having an interest in other properties.

1.7 The Tenant must not purchase lease or own or have an interest in another residential property or any area of land either alone or jointly whether in Guernsey or elsewhere without immediately informing the Department in writing.

Set-off amounts owed.

1.8 The Department may offset any sums owed to it by the Tenant against any sums payable by it under this Agreement.

Service of Notices by Landlord.

1.9 Any document under the Tenancy served by the Department shall be deemed validly served if it is:

1.9.1 handed to the Tenant;

1.9.2 handed to an adult member of the household of the Tenant;

1.9.3 handed to a reliable adult at the Property who undertook to bring the document to the attention of the Tenant; or

1.9.4 left at or sent by post or transmitted to the Property.

Services of Notices by Tenant.

1.10 Any notice served by the Tenant (including notices in court or tribunal proceedings) shall be deemed validly served if addressed to the Department and

1.10.1 handed to an officer at the Department at Sir Charles Frossard House; or

1.10.2 sent by recorded delivery post to the Department at the address above.

Notices.

1.11. All notices must be in writing.

Variation.

1.12 The Department can from time to time, vary the Tenancy in accordance with the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005, as amended and by giving notice to the Tenant of not less than seven days.

Review of the Tenancy.

1.13 Notwithstanding any other provisions, the Department can carry out a review of the tenancy at any time and in such case the Tenant is required to co-operate and to provide such details of his and his spouse's circumstances and of the composition of the household as the Department may reasonably request. The Tenant will be given notice in writing of the results of such a review.

Data Protection.

1.14 For the purposes of The Data Protection (Bailiwick of Guernsey) Law, 2001 -

1.14.1 The Tenant agrees that the Department may disclose on a confidential basis personal information (excluding sensitive information) which it holds about the Tenant and the household to other providers of social housing in Guernsey in pursuit of its objectives of providing well-managed housing to those in need.

1.14.2 The Tenant has the right to see his personal records at any reasonable time agreed in advance with the Department, on payment of a reasonable fee.

Termination.

1.15 This Tenancy can be terminated by seven days notice given by either the Tenant or the Department

2. DEPARTMENT'S RESPONSIBILITIES

The Department agrees:

Possession.

2.1 To give the Tenant possession of the Property at the start of the Tenancy and to provide the Tenant with a key for each exterior lock for the Property.

Tenant's Rights to Occupy.

2.2 Not to interrupt or interfere with the Tenant's rights to occupy peacefully the Property so long as the Tenant complies with the terms of the Tenancy except where:

2.2.1 access is required by the Department; or

2.2.2 the Tenant has surrendered the Tenancy; or

2.2.3 a court has given possession of the Property to the Department.

Repairs.

2.3 To keep the Property in a structurally sound state of repair and condition which includes responsibility for the following matters where they are not set out in this Agreement as being the Tenant's responsibility:

- External repairs and maintenance
- Lift maintenance
- Communal lighting
- Drains and gutters

- Common Parts repairs
- Exterior painting
- Windows (excluding glazing and cleaning)
- Communal and hard surface pathways
- Fitted fires and radiators installed by the Department
- Estate lighting and amenity areas (except public services or parish lights on a public thoroughfare)
- Communal TV aerials & Satellite systems
- Gas and water pipes
- Electrical wiring and sockets/switches
- Hot water systems and central heating where fitted
- Basins, sinks, baths, showers and toilets installed by the Department

Insurance.

2.4 To keep the Property insured to its full re-instatement value against fire, storm and all other usual property risks, but excluding accidental damage to the Tenant's contents or property.

TRV and Occupiers Rates.

2.5 To pay the Tax on Rateable Value and the Occupier's Rate levied in respect of the Property.

3. TENANT'S RESPONSIBILITIES

The Tenant agrees:

Possession.

3.1 Not to part with possession of the Property or sub-let or share occupation of all or any part of the Property and will not leave anyone else living at the Property when he moves out.

Occupation.

3.2 To use and occupy the Property as the Tenant's only home as a single dwelling in the occupation of the Tenant and the household.

Absence from the Property.

3.3 To inform the Department in writing as soon as possible if the Tenant intends to leave and be away from the Property for a period of more than four weeks. Such notification must include the anticipated date of the Tenant's return to the property and provide the Department with a contact address and telephone number during the absence. Where such notification is not received and the Tenant is absent for more than two consecutive months the Department, at its sole discretion, can treat the Property as abandoned and retake possession of the Property.

Security and Keys.

3.4 To take full responsibility for the security of the Property and its keys. The Tenant shall be liable to replace all keys lost or broken and, if necessary, all locks in the event of keys being lost or broken in locks.

Use of Property.

3.5

3.5.1 Not to operate a business at or from the Property without first obtaining the consent of the Department in writing.

3.5.2 Not to use or allow to be used the Property for any criminal, immoral or illegal purpose.

Change in circumstances.

3.6 To notify the Department in writing within one week of any change in the composition of the household or in the circumstances of the Tenant or any member of the household which might affect the level of Rent Rebate or the continuation of the Tenancy.

Rent Payment.

3.7 To pay the Rent and all other charges weekly in advance as instructed by the Department and without deduction or set off.

Nuisance.

3.8 Not to do or permit anything which in the opinion of the Department causes or is likely to cause a nuisance or annoyance to any persons on the General Estate or to any neighbours or to employees, agents or contractors of the Department whether by the Tenant, members of the household, visitors or by animals.

Criminal Activities.

3.9 Not to conduct any illegal activities at or in the vicinity of the Property or on the General Estate or on any of the Department's other properties, nor to allow members of the household or any visitors to the Property to do so.

Illegal Drugs.

3.10 Not to possess, supply or deal in illegal drugs at, or in the vicinity of the Property, or on the General Estate or on the Department's other properties and not to allow members of the Tenant's household or any visitors to the Property to do so.

Harassment.

3.11 Not to commit or allow members of the household or any visitors to the Property to commit, any form of abuse or harassment on any grounds including

(but not limited to) race, colour, religion, sex, sexual orientation, age, physical or mental disability, HIV status, health, appearance, marital status or family circumstances which may interfere with the peace and comfort, or cause offence to any other member of the household, any other Tenant, their household visitors or neighbours, employees, agents or contractors of the Department or any other person.

Violent Behaviour.

3.12

3.12.1 Not to commit or allow members of the household to commit or threaten any act which will or is likely to prevent any person in occupation of the Property from continuing to live peaceably in the Property.

3.12.2 Not to behave, or allow members of the household to behave, or to threaten in a violent, abusive or offensive manner towards any other person on the General Estate (whether resident or visiting) or on the Department's other properties or any employees, agents or contractors of the Department.

Noise.

3.13 Not to play or use, or allow to be played or used, anywhere on the General Estate any radio, television, or audio equipment or musical instrument or any other equipment so loudly or in such a way that it causes a nuisance or annoyance to other persons on the General Estate or in the neighbourhood or so that it can be clearly heard outside the Property between 10.00 pm and 7.30 am.

Animals and Pest Control.

3.14.1 Not to keep or allow to be kept any animal at the Property (apart from small domestic animals contained by means of a cage, fish or, in limited number, cats) without first obtaining the consent of the Department in writing and subject to any relevant import licence(s). If the Department gives consent, the Tenant must make sure that:

3.14.1.1 the animal is kept under control and does not annoy or frighten other persons;

3.14.1.2 the animal does not foul Common Parts and any faeces are disposed of hygienically; and

3.14.1.3 the Tenant must keep due control of any animal and ensure that any noise is not excessive and will not allow any animal to leave the Property if it is not contained by means of a fence, chain, leash or other visible and effective means of restraint, or otherwise accompanied and properly supervised.

3.14.2 Not to feed seagulls, feral pigeons or other vermin or stray animals on the Property or in the vicinity.

3.14.3 To ensure the removal of all pests such as rats, mice or fleas from the Property and to keep the Property free of pests.

Looking after the Property.

3.15 To keep the Property in a good and clean condition and in particular to be responsible for:-

- Decorating all internal parts of the Property as frequently as is necessary to keep them in good decorative order;
- Replacing damaged door handles, knockers, letter boxes and gate catches;
- Replacing plugs and chains in baths and sinks as necessary;
- Replacing broken toilet seats and lids;
- Replacing broken windows and glass;
- Replacing damaged floor and wall tiles;
- Supplying fire baskets (if appropriate) where no back boiler is fitted;
- Regularly testing fire alarms (where fitted) and reporting faults to the Department immediately;
- Carrying out annual service checks by an appropriately qualified person of any gas appliances owned by the Tenant.
- Cleaning chimneys and flues as regularly as necessary.

Drains.

3.16 To ensure that drains, grilles and waste pipes are not blocked by disposal of unsuitable or excessive amounts of waste matter and will ensure that waste pipes are regularly flushed.

Fuses and Light Bulbs.

3.17 To replace fuses, light bulbs and fluorescent tubes and starters and to reset trip-switches and pay for the cost of contractors replacing fuses, resetting trip-switches and repairs to electrical circuits by the Tenant's failure to do so or faulty appliances.

Damage and misuse.

3.18

3.18.1 To make good any damage to the Property or to the Estate caused by the Tenant or any member of the household or any

visitor to the Property, fair wear and tear excepted, and to pay any costs incurred by the Department rectifying any damage.

- 3.18.2 The Department can recover from the Tenant any expenditure incurred as a result of the Tenant's neglect, default or carelessness, including the cost of reinstatement works, clearing any blockage to drains or waste-pipes (including wc's, sinks, basins, showers, and baths) which has arisen through misuse by the Tenant or any member of the household or visitors to the Property.

Reporting Disrepair.

3.19

- 3.19.1 To report to the Department immediately any disrepair or defect for which the Department is responsible.
- 3.19.2 If the Tenant reports a "**same day**" emergency to the Department, the Tenant must remain in the Property unless he has informed the Department's Property Management Section of any periods during the day when the Tenant will be absent. Failure to comply with this provision will result in the Tenant being charged for the call-out at the "same day" emergency rate, and the cost of any damage caused by entry to carry out the emergency repair if the Department has to force an entry is payable by the Tenant to the Department within seven days of written demand.

- 3.19.3 Tenants are also required to keep routine appointments with contractors arranged in advance and if a Tenant is unable to keep an appointment the Tenant must give the Department's Maintenance Section ample notice so that the contractor can be advised accordingly. Failure to do so will result in the Tenant being responsible for payment of the contractor's time.
- 3.19.4 If the disrepair/defect is found not to be the responsibility of the Department, the Tenant will be responsible for the cost of the call out and the repair.

Refuse

3.20

- 3.20.1 Not to allow refuse or offensive matter to accumulate either inside or outside the Property or outbuildings or on any part of the Estate.
- 3.20.2 Refuse must not be thrown from windows, balconies or doors of the Property and must not be thrown or left on any neighbouring property or anywhere on the Estate other than at recognised collection points which shall be for collection only in suitable, secure containers and no earlier than on the evening immediately prior to collection and in accordance with any guidance issued by the Department or the Parish Constables or by using any rubbish chutes provided for usual domestic refuse in reasonable quantities.

Gardens and Outbuildings.

3.21

- 3.21.1 Not to erect build or keep on the Property any shed or fowl house, or any building or structure without first obtaining the consent of the Department in writing.
- 3.21.2 To keep the garden in a neat and well cared for state of cultivation and all paths free from weeds, rubbish, discarded items, animal fouling and other noxious substances.

Hedges, shrubs and fencing.

3.22

- 3.22.1 To trim all shrubs and hedges on the Property so that they are well cared for and cultivated, and to restrict their height to a maximum of six feet (1.8 metres).
- 3.22.2 To cut hedges and shrubs so that they do not overhang the public roads or footpaths in accordance with the law.
- 3.22.3 Not to remove or destroy any trees, shrubs, walls, earth banks or fencing nor to erect any new ones without first obtaining the consent of the Department in writing.
- 3.22.4 Not to plant any trees on the Property or the Estate without first obtaining the consent of the Department in writing.
- 3.22.5 Not to modify the Property to facilitate in-garden parking or vehicle access without first obtaining consent of the Department in writing.

Common Parts.

3.23 To co-operate with the Department and other tenants in keeping the Estate clean, tidy and free from any form of rubbish or obstruction.

Insurance.

3.24

3.24.1 Not to do or allow to be done anything that may affect any insurance policy relating to the Property or any premiums payable for it.

3.24.2 The Tenant is responsible at his own cost to maintain adequate insurance of the Tenant's contents of the Property.

Access.

3.25

3.25.1 To allow the Department's employees, agents and contractors access at all reasonable hours of the daytime to inspect the Property where it has reasonable grounds to believe there has been a breach of the Tenancy or to inspect the condition of the Property or any adjoining property or to carry out repairs or other works to the Property or any adjoining property or carry out routine servicing of items or appliances for which the Department is responsible.

3.25.2 The Department will normally give at least 24 hours notice that it requires access but immediate access may be required in an emergency in which case the Tenant agrees that the

Department may authorise its staff, contractors or agents to force entry to the Property.

Temporary Vacation of Property.

3.26 If the Department believes it is necessary to carry out works to the Property or Estate which cannot reasonably be carried out whilst the Tenant remains in occupation of the Property, then:

3.26.1 The Tenant shall vacate the Property for as long as is necessary for the works to be carried out and the Department will provide temporary accommodation to meet the reasonable needs of the Tenant's household.

3.26.2 When the works are completed (as to the date of which the Department's decision shall be final) the Tenant shall vacate the temporary accommodation and reoccupy the Property.

3.26.3 The Department will give the Tenant reasonable notice of the carrying out of any works other than in an emergency.

Alterations.

3.27

3.27.1 Not to carry out or cause or allow to be carried out any alteration or addition to the structure of the Property either internally or externally or remove or modify any fixtures, fittings or property of the Department without first obtaining the consent of the Department in writing.

- 3.27.2 Not to modify in any way any gas and plumbing systems and electrical circuits and not to overload such systems.
- 3.27.3 Not to attach to any part of the Property or outbuilding any receiver, video camera, radio or television aerial or satellite dish or mast or any equipment of fixture or external lighting without first obtaining the consent of the Department in writing.
- 3.27.4 Where the Department authorises the Tenant to make alterations, the Tenant is responsible for ensuring that the work is carried out to a good standard of workmanship and such works are kept in a good state of repair and if the Tenant subsequently undoes the alterations he is responsible for putting the Property back into the condition that it was in before the alterations were carried out
- 3.27.5 If the Tenant carries out any work of a sub-standard nature or without the written permission of the Department, the Department can require the Tenant to put the Property into the condition that it was in before the works were carried out at the Tenant's own cost.
- 3.27.6 If the Tenant fails or is unable to undertake the reinstatement work required by 3.27.4 or 3.27.5 the Department may, at its sole discretion, arrange for the works to be carried out and charge the Tenant for such works.

Conversions.

3.28 Not to convert or use or allow to be converted or used any part of the Property for other than its approved purpose.

Notices.

3.29 Not to display any notice which is visible from outside the Property, other than election notices and notices relating to community events.

Occupancy level.

3.30 Not to allow more than the number of persons permitted by this Tenancy to reside at the Property without first obtaining the consent of the Department in writing.

Lodgers, Guests & Sub-Letting.

3.31 Not to take in any paying or non-paying person or lodger either within the Property or elsewhere on the Property without first obtaining the consent of the Department in writing and the Tenant shall provide the Department with details of all persons currently or previously living at the Property during the period of the Tenancy when requested to do so by the Department.

Relatives and Friends on Holiday.

3.32 The Tenant may without the express consent of the Department accommodate relatives and friends who are visiting Guernsey on holiday and who are not in employment in Guernsey so long as the period of accommodation does not exceed three weeks for any one relative or friend, and the accommodation is not provided on a commercial basis but the Department can withdraw this ability at any time if accommodation of a relative or friend results in a breach of condition of this Tenancy.

Weapons and Guns.

3.33 Not to keep offensive or projectile firing weapons (including firearms, crossbows, ball bearing guns or air guns), or ammunition for any such weapon at the Property without first obtaining the consent of the Department in writing and without the relevant shotgun/firearms certificates.

Dangerous and Inflammable Substances.

3.34 Not to keep or use or store -

3.34.1 in any flat or maisonette, paraffin, liquid or bottled gas; and

3.34.2 in the Property or on the Estate, any dangerous, offensive or inflammable substances, other than in limited quantities as may be required for domestic use and stored in disposable containers such as aerosols which comply with the current British Standard for disposable cylinders and which have a maximum capacity of one litre or in the tank of a motor vehicle properly parked in accordance with this Tenancy.

Parking and Vehicle repairs.

3.35

3.35.1 Not to park any motor vehicle on the Property or the Estate other than a car, motorbike or other similar sized vehicle.

3.35.2 Not to park a caravan, boat trailer or goods vehicle on the Property or the Estate without first obtaining the consent of the Department in writing.

- 3.35.3 To park vehicles only in proper parking bays, parking spaces, car parks, Estate roads where parking is permitted and garages.
- 3.35.4 Not to park on any forecourt, including Estate entrances or garage areas, grassed areas, areas marked with yellow lines and/or boxes, or park in a way that might cause an obstruction and if there is a local parking scheme in force the Tenant must keep to the rules of that scheme.
- 3.35.5 Not to park any vehicle which is untaxed, uninsured or is not roadworthy on the Property (other than in a garage) or on the Estate.
- 3.35.6 The Department can remove, keep and dispose of any vehicle not parked in accordance with these provisions, and can recover the costs of removal storage and disposal from the Tenant.
- 3.35.7 Not to carry out repairs (including engine changes, body part replacements and paint spraying) other than routine maintenance to any vehicle on the Property or the Estate, but the Tenant may carry out routine maintenance (such as changing of tyres, plugs and oil) providing that this does not cause a hazard or nuisance or annoyance to other persons and when changing oil the Tenant must ensure that it does not foul roadways or paths.
- 3.35.8 Not to pour oil, petrol or any other chemical substance down drains or gullies.

- 3.35.9 To be responsible for the cost of putting right any damage caused to the Property or the Estate, as a result of vehicle repairs and maintenance that the Tenant or any member of the household or visitors to the Property have carried out.

Moving out.

3.36 At the end of the Tenancy:

- 3.36.1 To give the Department vacant possession of the Property and to leave the Property and to return all keys to the Property and parking permits to the Department.
- 3.36.2 To remove all the Tenant's furniture and personal possessions, and all rubbish.
- 3.36.3 To leave the Property and any replacement fixtures and fittings provided by the Tenant in good order and clean.
- 3.36.4 To leave the garden (if any) in a clean tidy and properly cultivated condition.
- 3.36.5 If the Tenant fails to leave the Property in good order and clean, the Tenant must meet the cost of any special cleaning or repairs carried out by the Department including the cost of replacement locks where the keys are not returned on time.
- 3.36.6 The Department accepts no responsibility for anything left at the Property by the Tenant at the end of the Tenancy. Where the Tenant fails to remove his possessions from the Property

at the end of the Tenancy, the Department shall be entitled to sell or dispose of them as it sees fit. Where the Department sells all or part of such possessions it will deduct the reasonable costs of sale from the proceeds and will account to the Tenant for the balance.

3.36.7 If the Tenant does not collect the balance of the sale proceeds within six weeks of the Department notifying the Tenant in writing of the sale, or if the Department cannot after reasonable efforts find the Tenant, the Department may apply the balance in furtherance of its housing objectives.

3.36.8 If any case where the Tenant owes any monies to the Department the balance of the sale proceeds may immediately be applied by the Department to reduce or extinguish the debt.

3.36.9 If the Tenant fails to clear all possessions from the Property at the end of the Tenancy, the Tenant will pay to the Department a sum equivalent to the Rent by way of damages for loss of income until such time as the Property has been cleared.

Breaches by any Occupant or visitor.

3.37 Not to permit or allow any occupant of, or visitor to, the Property, to breach the terms of this Tenancy.

SCHEDULE 4

FORMS PRESCRIBED FOR THE PURPOSES OF the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005 made under section 2 of the States Housing (Tenancies, Rent and Rebate Scheme) (Guernsey) Law, 2004

NOTICE FOR AMENDING, MODIFYING OR DISAPPLYING TERMS, CONDITIONS & PARTICULARS OF STATUTORY TENANCY

- *This notice is used by the States Housing Department to propose changes to the terms, conditions and particulars of a statutory tenancy.*
- *This notice must be served on the statutory tenant in accordance with the provisions of regulation 16 of the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005.*

1. To

(Name of statutory tenant)

.....
.....
.....

(Address of property to which statutory tenancy relates)

2. This is to give notice that the States as landlord proposes different terms, conditions or particulars for the above statutory tenancy and that they should take effect from :

.....

(Insert date which must be at least 7 days after the date of this notice)

3. Changes to the terms/conditions/particulars :

(a) the existing term/condition/particular is :

.....
.....
.....

[or attach relevant extract from statutory tenancy]

(b) the proposed term/condition/particular is :

.....
.....
.....

[Continue on a separate sheet if necessary.]

4. Changes to the rent (if applicable) :

(a) the existing rent is :

£.....

(b) the proposed rent is :

£.....

5. Address of the States [*To be signed and dated for and on behalf of the States*]

Signed:

Dated:

Name:

Address:
.....
.....

Telephone:

What to do if this notice is served on you:

If you agree with the new terms, conditions or particulars (including rent) do nothing. They will become the terms/conditions/particulars on the date set out in section 2 above.

If you do not agree with the new terms, conditions or particulars (including rent), you may refer the matter back to the Housing Department to be reconsidered.

If you need advice about this notice or wish to contest the States' decision you are advised to approach the Citizen's Advice Bureau or to seek the advice of an Advocate immediately.

SCHEDULE 5

FORMS PRESCRIBED FOR THE PURPOSES OF the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005 made under section 2 of the States Housing (Tenancies, Rent and Rebate Scheme) (Guernsey) Law, 2004

NOTICE TO QUIT

- *This form is used by the States Housing Department where the termination of a statutory tenancy is intended under the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005*
- *This notice must be served on the statutory tenant in accordance with the provisions of regulation 15 of the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005.*

1. To

(Name of statutory tenant)

2. The States hereby terminates your statutory tenancy and intends to apply to the court for an order evicting you from:

.....

.....

.....

(Address of property)

3. The States intends to seek possession on the following ground(s) set out in regulation 9 of the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005, which read(s):

.....
.....
.....

[Give the full text (as set out in the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005) of each ground which is being relied on. Continue on a separate sheet if necessary.]

4. Give a full explanation of why each ground is being relied on:

.....
.....
.....

[Continue on a separate sheet if necessary.]

5. Address of the States *[To be signed and dated for and on behalf of the States]*

Signed:

Dated:

Name:

Address:

.....

.....

Telephone:

What to do if this notice is served on you:

This notice requires you to give up possession of your home. You should read it very carefully. There is no right of appeal to the Housing Appeals Tribunal from a decision of the States to terminate a statutory tenancy under the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005 except where the termination is by reason of a review of the occupancy of the property and a decision to re-allocate it.

If you need advice about this notice or wish to contest the States' decision you are advised to approach the Citizen's Advice Bureau or to seek the advice of an Advocate immediately.

Dated this 5th day of May, 2005

Deputy D.B. Jones
Minister of the Housing Department
For and on behalf of the Department

EXPLANATORY NOTE

(This note is not part of the Regulations)

These regulations make provision for determining who is to be the statutory tenant and set out the terms and conditions of statutory tenancies, the provisions for termination of such tenancies and for repossession in certain circumstances.

Part I of the regulations specifies how applications for a statutory tenancy are determined and the provisions for determining who is to be the statutory tenant. Regulation 1 refers to how the application for a statutory tenancy shall be considered and determined by the Chief Officer. Regulation 2 sets out the provisions for determining the statutory tenant and regulation 3 sets out the information that the tenant may be required to produce to the Chief Officer.

Part II provides for terms and conditions of statutory tenancies under which persons shall occupy States residential property (regulation 4) and for other terms and conditions, such as those relating to rent (regulation 5) to be applied. Regulation 6 provides for the terms and conditions to be varied in any particular case and regulation 7 provides for payment of rent to the Department. Regulation 8 provides that the Department may, at such times as it thinks fit, review the statutory terms and conditions.

Part III deals with the provisions for termination of statutory tenancies and for repossession of a States residential property (regulation 9) and for the service of a notice to quit on the tenant (regulation 10), where a statutory tenancy has been

terminated.

Part IV sets out the offences, being the failure to notify of a change in circumstances (regulation 11) and the making of a false statement for the purposes of obtaining a statutory tenancy (regulation 12).

Part V consists of miscellaneous matters, including the recovery of monies due (regulation 13), the delegation of functions under the regulations exercisable by the Department or the Chief Officer (regulation 14), the requirement for decisions of the Department, or the Chief Officer under the regulations to be recorded in writing and a notice of the decision served upon the tenant (regulation 15) and the service of documents (regulation 16).

Part VI comprises the interpretation and general provisions. Under regulation 20, the regulations come into force on 7 May 2005.