

GUERNSEY STATUTORY INSTRUMENT

ENTITLED

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

[CONSOLIDATED TEXT]

NOTE

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* G.S.I. No. 9 of 2005; as amended by the: Population Management (Guernsey) Law, 2016 (No. VI of 2016); Administrator of Income Tax (Guernsey) (Transfer of Functions) Ordinance, 2009 (No. VII of 2009, Recueil d'Ordonnances Tome XXXIII, p. 472); Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016 (No. IX of 2016); Director of Income Tax (Transfer of Functions) (Guernsey) Ordinance, 2018 (No. XXVII of 2018); Machinery of Government (Transfer of Functions) Ordinance, 2025 (No. ** of 2025); States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2006 (G.S.I. No. 16 of 2006); States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2007 (G.S.I. No. 11 of 2007); States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2016 (G.S.I. No. 59 of 2016); States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2021 (G.S.I. No. 154 of 2021); States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2022 (G.S.I. No. 96 of 2022); States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2023 (G.S.I. No. 120 of 2023); States Housing (Statutory Tenancies) (Amendment) Regulations, 2024 (G.S.I. No. 110 of 2024); States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2025 (G.S.I. No. 46 of 2024); States Housing (Statutory Tenancies) (Amendment) Regulations, 2025 (G.S.I. No. 120 of 2025).

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(Made on 5th May, 2005.)

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

^a Order in Council No. IV of 2005.

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 [Director of the Revenue Service] 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.

NOTE

In regulation 1, the words in square brackets were substituted by the Director of Income Tax (Transfer of Functions) (Guernsey) Ordinance, 2018, section 1, with effect from 1st November, 2018, subject to the savings and transitional provisions in section 2 of the 2018 Ordinance.¹

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

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

- (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
 - (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 [Committee],

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 President] of the [Committee] and dated the 1st March, 2005 and lodged at the Greffe pursuant to the States Housing (Termination of Tenancies) (Guernsey) Ordinance, 2005.

NOTE

In regulation 2, the words, first, "Committee" and, second, "the President" in square brackets, wherever occurring, were substituted by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, respectively section 5(1), Schedule 3, paragraph 4 and section 2, Schedule 1, paragraph 7(a) and section 4, with effect from 1st May, 2016.

Provision of information.

3. [(1)] 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, [old regime document, Resident Certificate, Resident Permit or Employment Permit,], 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.

[(2) In subparagraph (1), "**old regime document**", "**Resident Certificate**", "**Resident Permit**" and "**Employment Permit**" have the meanings given in the Population Management (Guernsey) Law, 2016.]

NOTE

In regulation 3, first, paragraph (1) was re-numbered, second, the words in square brackets in paragraph (1) (as so re-numbered) were substituted and, third, paragraph (2) was inserted by the Population Management (Guernsey) Law, 2016, section 86, Schedule 4, paragraph 6, with effect from 3rd April, 2017.

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 [Committee] 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.

NOTE

In regulation 5, the word in square brackets was substituted by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, section 5(1), Schedule 3, paragraph 4, with effect from 1st May, 2016.

Variation of terms and conditions and particulars of statutory tenancies.

6. The [Committee] 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.

NOTE

In regulation 6, the word in square brackets was substituted by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, section 5(1), Schedule 3, paragraph 4, with effect from 1st May, 2016.

Payment of rent.

7. A rent due under a statutory tenancy shall be paid to the [Committee] 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.

NOTE

In regulation 7, the word in square brackets was substituted by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, section 5(1), Schedule 3, paragraph 4, with effect from 1st May, 2016.

Provisions for review.

8. Without prejudice to the [Committee]'s rights to review any particular statutory tenancy at any time, the [Committee] 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.

NOTE

In regulation 8, the word "Committee" in square brackets, wherever occurring, was substituted by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, section 5(1), Schedule 3, paragraph 4, with effect from 1st May, 2016.

[Determination of standard weekly rent.

8A. The standard weekly rent payable in respect of the occupation of a property under a statutory tenancy shall be determined by the Committee in accordance with Schedule 6.]

NOTE

Regulation 8A was inserted by the States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2021, regulation 1(2), with effect from 1st January, 2022.

[Appeals against determinations of standard weekly rent.]

8B. A determination made by the Committee made under regulation 8A is a "**relevant decision**" for the purposes of regulation 16(d) of the States Housing (Tribunal and Appeals) (Guernsey) Regulations, 2005, and consequently a person aggrieved by such a determination may appeal against it to the Housing Appeals Tribunal under and in accordance with Part II of those regulations.]

NOTE

Regulation 8B was inserted by the States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2021, regulation 1(2), with effect from 1st January, 2022.

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 (e)], or
 - [(b) on giving the tenant 28 days' notice from, but excluding, the Saturday following the notice given by the Chief Officer, 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 [Committee] 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 –
 - (i) to reallocate the property, [...]
 - (ii) that the tenant no longer meets the criteria for eligibility under the States Housing Allocation Policy, or
 - [(iii) to allocate the tenant a different sized property, following the circumstances specified in paragraph (3)(d),]]
 - [(d) where the Chief Officer is authorised to dispose of, demolish or redevelop a property, or]
 - [(e) any other circumstances where the terms and conditions

of the statutory tenancy set out in [Schedule 2] specifically so provide.

NOTES

In regulation 9,

the parentheses, letters and word in square brackets in paragraph (1)(a) were substituted by the States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2006, regulation 1(a), with effect from 6th May, 2006;

paragraph 1(b) was substituted by the States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2016, regulation 2, with effect from 1st January, 2017, subject to the transitional and savings provisions in regulation 6(2) of the 2016 Regulations;

the word in square brackets in paragraph 3(a) was substituted by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, section 5(1), Schedule 3, paragraph 4, with effect from 1st May, 2016;

first, paragraph (3)(c) was substituted, second, paragraph (3)(d) was inserted and, third, paragraph (3)(e) was re-lettered and the word and number in square brackets in paragraph (e) (as so re-lettered) were substituted by the States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2006, respectively regulation 1(b), regulation 1(c) and regulation 1(d), with effect from 6th May, 2006;

the word omitted in square brackets in paragraph (3)(c)(i) was repealed and paragraph (3)(c)(iii) was inserted by the States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2007, respectively regulation 1(a) and regulation 1(b), with effect from 5th May, 2007.

Notice to quit.

10. (1) Where the Chief Officer terminates a statutory tenancy under regulation 9 the [Committee] 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.

NOTE

In regulation 10, the word in square brackets was substituted by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, section 5(1), Schedule 3, paragraph 4, with effect from 1st May, 2016.

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 [Committee] 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.

NOTE

In regulation 11, the word in square brackets was substituted by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, section 5(1), Schedule 3, paragraph 4, with effect from 1st May, 2016.

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 [Committee] from recovering by civil proceedings any sums due to the States.

NOTE

In regulation 12, the word in square brackets was substituted by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, section 5(1), Schedule 3, paragraph 4, with effect from 1st May, 2016.

PART V
MISCELLANEOUS

Recovery of monies due.

13. (1) Where the [Committee] 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 [Committee]) and the statutory tenant.

NOTE

In regulation 13, the word "Committee" in square brackets, wherever occurring, was substituted by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, section 5(1), Schedule 3, paragraph 4, with effect from 1st May, 2016.

Delegation of functions.

14. (1) The [Committee] 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 [Committee] 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 [Committee] 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 [Committee] 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 [Committee] or the Chief Officer while the arrangement subsists.

NOTE

In regulation 14, the word "Committee" in square brackets, wherever occurring, was substituted by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, section 5(1), Schedule 3, paragraph 4, with effect from 1st May, 2016.

Decisions etc. to be recorded in writing.

15. Where a decision or determination relating to a statutory tenant is made by the [Committee], 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.

NOTE

In regulation 15, the word in square brackets was substituted by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, section 5(1), Schedule 3, paragraph 4, with effect from 1st May, 2016.

Service of documents.

16. (1) A document served by the [Committee] 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.

NOTE

In regulation 16, the word in square brackets was substituted by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, section 5(1), Schedule 3, paragraph 4, with effect from 1st May, 2016.

PART VI

INTERPRETATION & GENERAL PROVISIONS

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

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 [Committee],

"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,

"[Committee]" means the [Committee for Housing],

"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 [Committee] setting out the criteria used by the [Committee] 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 [Committee]) 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.

NOTES

In regulation 18,

the words "the Committee" in square brackets, wherever occurring, were substituted by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, section 5(1), Schedule 3, paragraph 4, with effect from 1st May, 2016;

the words in the second pair of square brackets in the definition of

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

the expression "Committee" were substituted by the Machinery of Government (Transfer of Functions) Ordinance, 2025, section 2, with effect from 15th July, 2025;²

The functions, rights and liabilities of the Committee for Employment & Social Security arising under this Law were transferred to and vested in the Committee for Housing by the Machinery of Government (Transfer of Functions) Ordinance, 2025, section 1, Schedule 1, paragraph 9, with effect from 15th July, 2025, subject to the savings and transitional provisions in section 4 of the 2025 Ordinance.³

The Interpretation (Guernsey) Law, 1948 has since been repealed by the Interpretation and Standard Provisions (Bailiwick of Guernsey) Law, 2016, section 28(a), with effect from 1st October, 2018.

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.

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 [Committee for Housing] 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.

NOTE

In Schedule 1, the words in square brackets were substituted by the Machinery of Government (Transfer of Functions) Ordinance, 2025, section 2, with effect from 15th July, 2025.⁴

SCHEDULE 2 Regulations 4, 5, 7, 8, 9(3)(b)

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 [Committee]**" means the States [Committee for Employment & Social Security];

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"** means the standard weekly rent payable in respect of the occupation of the Property, determined by the Committee under and in accordance with the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005, as amended;]

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 [occupiers and refuse rates, building insurance premium] and other charges which may include charges for maintenance, parking, garages and other items agreed between the Tenant and the [Committee], 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. [For the purposes of clause 1.5 Rent also includes any arrears of Rent due to the [Committee] in respect of any previous tenancy of a States residential property.]

Payment of Rent.

- 1.3 The Tenant must pay the total Rent when due.

Changes in Rent.

1.4

- 1.4.1 The [Committee] can vary the amount of the Rent [...] by serving not less than [28] 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 ...

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 [Committee] 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 [Committee];

Re-possession of Property.

1.6 In any of the following circumstances the [Committee] 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 [Committee] 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 [Committee] 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 [Committee] 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 [Committee] 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

[Committee] to meet the housing needs of other persons, and suitable alternative accommodation is made available to the Tenant by the [Committee], 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 [Committee] in writing.

Set-off amounts owed.

1.8 The [Committee] 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 [Committee] 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 [Committee] and

1.10.1 handed to an officer at the [Committee] at Sir Charles Frossard House; or

1.10.2 sent by recorded delivery post to the [Committee] at the address above.

Notices.

1.11 All notices must be in writing.

Variation.

1.12 The [Committee] 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 [28] days.

Review of the Tenancy.

1.13 Notwithstanding any other provisions, the [Committee] 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 [Committee] 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 [Committee] 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 [Committee], on payment of a reasonable fee.

Termination.

[1.15 This Tenancy can be terminated by either the Tenant or the Committee giving 28 days' notice, from but excluding, the Saturday following service of the notice.]

2. [COMMITTEE]'S RESPONSIBILITIES

The [Committee] 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 [Committee]; or

2.2.2 the Tenant has surrendered the Tenancy; or

2.2.3 a court has given possession of the Property to the [Committee].

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 [Committee]
- 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 [Committee]

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 [the cost of such insurance to be paid by the tenant].

TRV and Occupiers Rates.

2.5 To pay the Tax on Rateable Value [...].

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 [Committee] 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 [Committee] 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 [Committee], 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 [Committee] 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 [Committee] 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 [Committee] and without deduction or set off.

Nuisance.

3.8 Not to do or permit anything which in the opinion of the [Committee] 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 [Committee] 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 [Committee]'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 [Committee]'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 [Committee] 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 [Committee]'s other properties or any employees, agents or contractors of the [Committee].

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 [cat or dog] at the Property [...] without first obtaining the consent of the [Committee] in writing[.] [Other small, domesticated animals may be kept at the Property without requiring the consent of the Committee. In either case, when the Tenant keeps, or allows to be kept, any animal at the Property, the Tenant must have abided by, and must continue to abide by, the terms of any relevant import licence(s) and the Social Housing Pet Policy and must make sure that:]

and subject to any relevant import licence(s). If the [Committee] 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 [Committee] 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 [Committee] rectifying any damage.
- 3.18.2 The [Committee] 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 [Committee] immediately any disrepair or defect for which the [Committee] is responsible.
- 3.19.2 If the Tenant reports a "**same day**" emergency to the [Committee], the Tenant must remain in the Property unless he has informed the [Committee]'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 [Committee] has to force an entry is payable by the Tenant to the [Committee] 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 [Committee]'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 [Committee], 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 [Committee] 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 [Committee] 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 [Committee] in writing.

3.22.4 Not to plant any trees on the Property or the Estate without first obtaining the consent of the [Committee] in writing.

3.22.5 Not to modify the Property to facilitate in-garden parking or vehicle access without first obtaining consent of the [Committee] in writing.

Common Parts.

3.23 To co-operate with the [Committee] 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 [Committee]'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 [Committee] is responsible.

3.25.2 The [Committee] 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 [Committee] may authorise its staff, contractors or agents to force entry to the Property.

Temporary Vacation of Property.

3.26 If the [Committee] 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 [Committee] 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 [Committee]'s decision shall be final) the Tenant shall vacate the temporary accommodation and reoccupy the Property.
- 3.26.3 The [Committee] 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 [Committee] without first obtaining the consent of the [Committee] 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 [(apart from a video camera that is not fixed to the Property by screws, nails or hooks)], radio or television aerial or satellite dish or mast or any equipment [or]

fixture or external lighting [(apart from external lighting that is not fixed to the property by screws, nails or hooks)] without first obtaining the consent of the [Committee] in writing.

3.27.4 Where the [Committee] 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 [Committee], the [Committee] 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 [Committee] 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 [Committee] 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 [Committee] in writing and the Tenant shall provide the [Committee] 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 [Committee].

Relatives and Friends on Holiday.

3.32 The Tenant may without the express consent of the [Committee] 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 [Committee] 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 [Committee] 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 [Committee] 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 [Committee] 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 [Committee] vacant possession of the Property and to leave the Property and to return all keys to the Property and parking permits to the [Committee].
- 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 [Committee] including the cost of replacement locks where the keys are not returned on time.

3.36.6 The [Committee] 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 [Committee] shall be entitled to sell or dispose of them as it sees fit. Where the [Committee] 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 [Committee] notifying the Tenant in writing of the sale, or if the [Committee] cannot after reasonable efforts find the Tenant, the [Committee] may apply the balance in furtherance of its housing objectives.

3.36.8 If any case where the Tenant owes any monies to the [Committee] the balance of the sale proceeds may immediately be applied by the [Committee] 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 [Committee] 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.

NOTES

In Schedule 2,

the words, first, "Committee" and, second, "Committee for Employment & Social Security" in square brackets, wherever occurring, were substituted by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, respectively section 5(1), Schedule 3, paragraph 4 and section 2, Schedule 1, paragraph 7(a) and section 4, with effect from 1st May, 2016;

first, clause 1.1.10 was substituted and, second, the words omitted in the second pair of square brackets in clause 1.4.1, and clause 1.4.2, were both revoked by the States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2021, regulation 1, respectively paragraph (3) and paragraph (4), with effect from 1st January, 2022;⁵

the words in the first and third pairs of square brackets in clause 1.2 were inserted by the States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2006, regulation 1(e)(i), with effect from 6th May, 2006;

the figures in square brackets in, first, clause 1.4.1 and, second, clause 1.12 were substituted and, third, clause 1.15 was substituted by the States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2016, respectively regulation 3(a) and regulation 3(b), with effect from 1st January, 2017, subject to the transitional and savings provisions in regulation 6(1) of the 2016 Regulations;

clause 1.15 was substituted by the States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2016, regulation 3(c), with effect from 1st January, 2017, subject to the transitional and savings provisions in regulation 6(2) of the 2016 Regulations;

the words in square brackets in clause 2.4 were inserted and the words omitted in square brackets in clause 2.5 were revoked by the States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2006, respectively regulation 1(e)(ii) and regulation 1(e)(iii), with effect from 6th May, 2006;

first, the words in the first pair of square brackets in clause 3.14.1 were substituted, second, the words omitted in the second pair of square brackets therein were revoked, third, the punctuation in the fourth pair of square brackets in that paragraph was inserted and, fourth, the words in the fifth pair of square brackets therein were substituted by the States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2025, respectively regulation 1(2)(a), regulation 1(2)(b), regulation 1(2)(c) and regulation 1(2)(d), with effect from 21st May, 2025;⁶

first, the words in the first pair of square brackets in clause 3.27.3 were inserted, second, the word in the second pair of square brackets therein was substituted and, third, the words in the third pair of square brackets in that paragraph were inserted by the States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2025, respectively regulation 1(3)(a), regulation 1(3)(b) regulation 1(3)(c), with effect from 21st May, 2025.

The Data Protection (Bailiwick of Guernsey) Law, 2001 has since been repealed by the Data Protection (Bailiwick of Guernsey) Law, 2017, section 113(a), with effect from 25th May, 2018, subject to the provisions of the Data Protection (Commencement, Amendment and Transitional) (Bailiwick of Guernsey) Ordinance, 2018.

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

PARTICULARS
OF
STATUTORY TENANCY AGREEMENT

Full Names of statutory tenant(s):	
Full Address of statutory tenant(s):	
The Property:	{ } being a {furnished/unfurnished}{Flat/Maisonette/House} {unit of accommodation}{and garden} {and outbuildings} including all of the [Committee]'s fixtures and fittings and other items at the Property {and the sole/shared use of the garden}
[The Rent:	Based upon a 52 week year the weekly payments for the Property are:

	<p>Standard Weekly Rent:</p> <p>Water Rates:</p> <p>Occupiers and Refuse rates:</p> <p>Building Insurance Premium:</p> <p>Other Charges: -----</p> <p>Total Rent -----</p> <p>]</p>
<p>Start of statutory tenancy:</p>	<p>{ }</p>
<p>Payment Dates:</p>	<p>Weekly, in advance, by 12 noon on Saturday of each week, (or such other date as the [Committee] may, by written notice, require).</p>
<p>Occupants:</p>	<p>Name: Date of Birth: Relationship to Tenants:</p>

NOTES

In Schedule 3,

the word "Committee" in square brackets, wherever occurring, was substituted by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, section 5(1), Schedule 3, paragraph 4, with effect from 1st May, 2016;

the words in the second pair of square brackets were substituted by the States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2006, regulation 1(f), with effect from 6th May, 2006.

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 [Committee for Housing] 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 [28] 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 [Committee for Housing] 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.



NOTES

In Schedule 4,

the words "Committee for Housing" in square brackets, wherever occurring, were substituted by the Machinery of Government (Transfer of Functions) Ordinance, 2025, section 2, with effect from 15th July, 2025;⁷

the figures in square brackets in Item 2 were substituted by the States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2016, regulation 4, with effect from 1st January, 2017, subject to the transitional and savings provisions in regulation 6(1) of the 2016 Regulations.

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 [Committee for Housing] 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 with effect from
 (Date) 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. An explanation of why each ground is being relied on is:

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

{ Give a full explanation of why each ground is being relied on. Continue on a separate sheet if necessary. }

5. Notice served by: *{ 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 against service of a Notice to Quit, following a decision of the States to terminate a statutory tenancy under the States Housing (Statutory Tenancies) (Guernsey) Regulations, 2005. However, this is without prejudice to the powers of the Royal Court to order any stay of eviction.

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.]

NOTES

Schedule 5 was substituted by the States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2006, regulation 1(f) (the second regulation 1(f)), Schedule, with effect from 6th May, 2006.

In Schedule 5, the words "Committee for Housing" in square brackets, wherever occurring, were substituted by the Machinery of Government (Transfer of Functions) Ordinance, 2025, section 2, with effect from 15th July, 2025.⁸

DETERMINATION OF STANDARD WEEKLY RENT

1. This Schedule sets out how to determine the weekly rent payable by a person occupying States residential property ("**the Property**") under a statutory tenancy (the "**Standard Weekly Rent**").

2. The Standard Weekly Rent in respect the Property is, subject to paragraph 6, the sum of –

- (a) the Base Rate,
- (b) the Thermal Efficiency Rate (which only applies in respect of certain properties, as set out in paragraph 4), and
- (c) the Additional Attribute Rate,

applicable in respect of the Property, calculated in accordance with paragraphs 3 to 5.

3. The Base Rate is calculated by reference to the number of bedrooms in the Property as follows –

[

Number of bedrooms in the Property	Base Rate
0	£164.70
1	£209.04
2	£272.38
3	£342.04
4	£424.40

]

4. The Thermal Efficiency Rate only applies in respect of properties the building of which was completed in or after 2009, and is calculated as follows –

[

Number of bedrooms in the Property	Thermal Efficiency Rate
0	£15.20
1	£17.73
2	£20.27
3	£22.80
4	£25.33

]

5. The Additional Attribute Rate is the sum of the Relevant Property Attribute Rates applicable to the Property, calculated as follows –

[

Relevant Property Attribute	Relevant Property Attribute Rate
The Property has more than one bath or shower room	£6.34 for each bath or shower room in excess of one
The Property has an enclosed garden	£12.67
The Property has a patio, a balcony, or a patio and a balcony [*]	£6.34
The Property has shared communal facilities ^{**}	£6.34
The Property has an allocated parking space	£12.67

* This Relevant Property Attribute (patio, balcony, or patio and balcony) does not apply if the Property also has an enclosed garden. As such, if the Property has both an enclosed garden and a patio, balcony, or patio and balcony, £12.67 is due in respect of the enclosed garden but £0 is due in respect of the patio, balcony or patio and balcony.

** This Relevant Property Attribute (shared communal facilities) means a shared lounge, laundry room, or on-site services specified by the Committee for this purpose on the States of Guernsey website.

The Property is a house	£12.67
-------------------------	--------

]

6. (1) This paragraph only applies where a person –
- (a) was a statutory tenant occupying the Property on 31st December, 2021,
 - (b) continues in occupation of the Property under a statutory tenancy after 31st December, 2021, and
 - (c) the Standard Weekly Rent in respect of the Property calculated in accordance with paragraphs 2 to 5 is more than £10 greater than the weekly rent payable in respect of the Property on 31st December, 2021 ("**the Former Weekly Rent**").

(2) Where this paragraph applies, the rent payable in respect of the Property with effect from 1st January 2022 is the Former Weekly Rent (adjusted by reference to the annual inflation percentage figure for Guernsey in June 2021, as measured by changes in the RPIX index, published on the States of Guernsey website) plus £10, and with effect from 1st January each year thereafter the rent payable in respect of the Property shall increase by £10 (or part thereof) until the rent payable is the Standard Weekly Rent in respect of the Property calculated in accordance with paragraphs 2 to 5.]

NOTES

Schedule 6 was inserted by the States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2021, regulation 1(5), with effect from 1st January, 2022.

In Schedule 6, the tables at, first, paragraph 3, second, paragraph 4 and, third, paragraph 5 were substituted by the States Housing (Statutory

Tenancies) (Amendment) Regulations, 2025, regulation 1, respectively paragraph (2), paragraph (3) and paragraph (4), with effect from 27th December, 2025.⁹

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.

** The text of this Explanatory Note is as it was when the Statutory Instrument was first made – that is to say that the Explanatory Note has not been updated to take account of any changes made by subsequent amending Statutory Instruments with their own Explanatory Notes.

1 These words were previously substituted by the Administrator of Income Tax (Guernsey) (Transfer of Functions) Ordinance, 2009, section 1, with effect from 25th February, 2009, subject to the savings and transitional provisions in section 2 of the 2009 Ordinance.

2 These words were previously substituted by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, section 2, Schedule 1, paragraph 7(a) and

section 4, with effect from 1st May, 2016.

³ The functions, rights and liabilities of the Committee for Employment & Social Security and its President or Vice-President arising under or by virtue of this Law were previously transferred to and vested in them, respectively, from the Housing Department and its Minister or Deputy Minister by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, section 1, Schedule 1, paragraph 7(a) and section 4, with effect from 1st May, 2016, subject to the savings and transitional provisions in section 3 of the 2016 Ordinance.

⁴ These words were previously substituted by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, section 2, Schedule 1, paragraph 7(a) and section 4, with effect from 1st May, 2016.

⁵ Clause 1.4.2 was previously amended by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, section 5(1), Schedule 3, paragraph 4 and section 2, with effect from 1st May, 2016.

⁶ The words in the fifth pair of square brackets were previously amended, in part, by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, respectively section 5(1), Schedule 3, paragraph 4, with effect from 1st May, 2016.

⁷ These words were previously substituted by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, section 2, Schedule 1, paragraph 7(a) and section 4, with effect from 1st May, 2016.

⁸ These words were previously substituted by the Organisation of States' Affairs (Transfer of Functions) Ordinance, 2016, section 2, Schedule 1, paragraph 7(a) and section 4, with effect from 1st May, 2016.

⁹ These tables were previously substituted by the: States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2022, regulation 1, respectively paragraph (2), paragraph (3) and paragraph (4), with effect from 1st January, 2023; States Housing (Statutory Tenancies) (Guernsey) (Amendment) Regulations, 2023, regulation 1, respectively paragraph (2), paragraph (3) and paragraph (4), with effect from 1st January, 2024; States Housing (Statutory Tenancies) (Amendment) Regulations, 2024, regulation 1, respectively paragraph (2), paragraph (3) and paragraph (4), with effect from 28th December, 2024.