

Eviction

Procedure for Landlords

A brief guide to the steps a landlord can
take in case of an eviction

**citizens
advice**



**The Queen's Award
for Voluntary Service**

The MBE for volunteer groups

**free, friendly and
completely confidential advice**

Eviction procedure for Landlords in Guernsey

General

There is very little Guernsey law relating to landlord and tenant. A landlord is generally entitled to possession of the leased premises (and may apply for an eviction order) if:

- the correct notice has been served on the tenant in accordance with the tenancy agreement
- a fixed term tenancy has come to an end
- there has been a material breach of the tenancy agreement including non-payment of rent

The lease might contain provision on the effect of a breach of contract on the landlord's right to recover possession. If in doubt, the landlord should give notice, rather than relying on the breach, or seek legal advice.

The landlord should not accept any further payment of rent once a tenancy has come to an end – if rent is accepted this could be considered as having started a new tenancy.

Eviction Process

Where the landlord is entitled to possession, but the tenant is not willing or able to leave, and no agreement has been reached, the landlord may take steps to evict the tenant. The landlord should arrange for a Notice to Quit to be served on the tenant by HM Sergeant.

A form giving instructions to HM Sergeant is available at HM Sergeant's office or on the Royal Court website (www.guernseyroyalcourt.gg). The information required is the name and address of the landlord, description of leased premises, name of tenant(s), rental period, reason for notice to quit and date when vacant possession is required.

The length of the notice period will be the period set out in the lease or agreed between the parties. If there is no written lease and no such period has been agreed, the notice period will be the rental period (e.g. if the tenant pays the rent monthly, the notice period is one month). Where a fixed term has expired, there is no notice period but an immediate Notice to Quit must be served.

Once any notice period has expired, and if the tenant does not leave the premises, the landlord is entitled to commence eviction proceedings.

In the event of damage to the property and/or contents, the onus lies with the landlord to produce evidence of damage with itemised cost of repair/replacement and the damage is a breach of the tenancy agreement.

Summons

Eviction proceedings are commenced by the issue of a summons through HM Sergeant (fee £60 *correct at January 2020*). This will require the tenant to attend the Court on the date and time specified. Once the tenant has been properly served, the landlord will need to collect the papers from HM Sergeant's office and lodge them at the Greffe at least 2 days before the Court date.

Hearing

If the tenant does not appear in Court, an eviction order will be made (the landlord or legal representative must also appear in Court otherwise the action will be dismissed). If the tenant appears in Court to oppose the order, a date for a full hearing before Jurats will be set for a later date.

The Court will need to be satisfied that the landlord is entitled to an eviction order; you may consider whether it would be worth obtaining legal representation. If the Court is satisfied it will grant an eviction order but will, if the tenant appears and has not been able or willing to vacate the premises, grant a stay of eviction order which means the tenant will be able to stay in the premises until the end of the period of the stay. The Court will want information from the landlord as to why he wants or needs possession (e.g. to sell the

property or perhaps house members of his/her own family). The Court will also want a report from Housing as to whether the tenant is registered and entitled to housing and, if so, the timescale. The landlord usually requests this report.

Stay of eviction

The length of the stay will depend on the circumstances including:

- whether the conditions of the tenancy, including payment of rent, have been fulfilled
- the availability of alternative accommodation
- the behaviour of the tenant
- any other relevant matters

Note: where the person being evicted is not a tenant but a mere occupier (e.g. a person who had been living with the tenant as a member of the household but did not have tenancy) any stay of eviction is limited to a maximum of 6 months. (There are no squatter's rights in Guernsey).

If the tenant is granted a stay of eviction, it will normally be granted subject to payment of rent and compliance with other conditions. The tenant may be evicted immediately if those conditions are not met.

Enforcement

Once the eviction order is granted and any period of stay of eviction has expired or the conditions of the stay of eviction are breached, the landlord is not entitled to enforce the eviction personally – the landlord must give the eviction order to HM Sergeant who will arrange for the tenant and the tenant's property to be removed from the premises, with assistance from the police if necessary.

Where personal possessions are removed from the premises on execution of an eviction order and the Sheriff is unable to deliver them to the tenant, occupier or other person claiming to be the owner, the items are placed into storage for safekeeping. If after 14 days the items or any part of the items remain unclaimed, the Sheriff will place notice in La Gazette Officielle inviting persons interested in the property to notify their claim to HM Sheriff. A claim must be notified within 21 days of the publication of the notice. If no notification is made, the Sheriff can dispose of the items in such manner as the Sheriff thinks fit.

Costs

The landlord will have to pay costs for the issuing of the Notice to Quit and the summonses for the court hearing and enforcement. These costs could amount to several hundred pounds although they may, depending of the circumstances, be ordered by the Court to be paid by the tenant, in which case the landlord will need to recover them from the tenant. Note that costs orders against tenants are rare.

If a landlord claims for items to be removed into storage, the landlord will be liable for the reasonable charges and expenses of storage.

ALDERNEY and SARK each have their own similar systems. In Sark, orders are made by the Seneschal with the Prevost being the equivalent to Guernsey's Sheriff. Court of Alderney makes judgements and their Greffier can assist in the recovery of monies.

General disclaimer

The purpose of this note is to provide general guidance. While it is believed to be accurate and up to date, it is not authoritative and has no legal effect. No warranty is given that the text is free of errors and omissions, and no liability is accepted for any loss arising from its use. Users of this guidance note are encouraged to exercise their own skill and care in relation to the information.



call us on

24 22 66

For free, friendly and completely confidential advice on:-

Separation or divorce

Employment issues

Petty debts

Housing problems

Wills

Scams

Unmanageable debt

. . . and much more

Bridge Avenue The Bridge St Sampson Guernsey GY2 4QS

**Open Monday, Tuesday, Thursday 9.30 am to 4.00 pm
Wednesday 9.30am to 6.30pm and Friday 9.30 am to 12.30 pm**

citizensadvice.org.gg

November 2020