

**WRITTEN QUESTION TO THE MINISTER FOR HOUSING
BY DEPUTY G.P. SOUTHERN OF ST. HELIER
ANSWER TO BE TABLED ON TUESDAY 3rd FEBRUARY 2015**

Question

Will the Minister inform members whether there is a limit that can be charged by Andium Homes and other social housing trusts on recharges for cleaning, decoration and repair at the end of a tenancy and, if so, what this is and, if not, why not?

Will she inform members what guidelines are in place to determine what constitutes “fair wear and tear” for Andium Homes and other providers with respect to kitchen and bathroom fittings in addition to paintwork and decoration issues?

Answer

There is no limit to the amount affordable housing providers can recharge departing tenants for the costs of cleaning, decoration and repair at the end of a tenancy. Tenants have a responsibility to leave their property in a satisfactory condition in accordance with their tenancy agreement – fair wear and tear excepted.

Where tenants have caused damage or neglected the cleanliness or decoration of their property, the amount they will be required to pay will reflect the costs of work to improve the condition of their property for the next tenants. The costs will be deducted from either their deposit or as a separate charge where no deposit is held or where the deposit is not sufficient to meet the cost of bringing the property back to an acceptable condition in line with the tenancy agreement.

There are no guidelines in place to determine what constitutes “fair wear and tear”. This is a matter of professional judgement as applies to all rental tenancies. However, affordable housing providers will adopt a fair and transparent approach at all times in determining how such matters are dealt with.

To support the return of deposit money and/or recharging tenants, all providers use condition reports on new tenancies under the Residential Tenancy (Jersey) Law 2011. This ensures there is an accurate record on the condition of a property at the beginning and termination of a tenancy, which can be referred back in the event of any concerns about which party is responsible for repairs and maintenance.

It should also be noted that any matters relating to damages for breach of a tenancy agreement may be dealt with by the Court. However, in future, providers who take deposits will be covered by the incoming tenancy deposit scheme, which will have a separate dispute resolution service to support the return of deposit money in cases where a landlord and tenant cannot reach agreement about the recovery of deposit money.

In addition, as part of a regulatory framework for affordable housing provision, the Minister will consider the rights and responsibilities of providers to address issues around the condition, repair and maintenance of properties. A regulator will, for example, be given the power to issue Code of Practices, which may include guidance on “fair wear and tear” to ensure a consistent approach across all providers.