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# **STATES OF JERSEY**



## **RESIDENTIAL TENANCIES: CONDITION REPORTS, STANDARD TENANCY AGREEMENTS, STANDARD FORMS OF NOTICE AND OBLIGATORY TENANCY PROVISIONS – CONSULTATION PAPER**

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**Presented to the States on 15th December 2011  
by the Minister for Housing**

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**STATES GREFFE**



The Minister for Housing  
Population Office

**Consultation on Residential Tenancies:  
Condition Reports, Standard Tenancy Agreements, Standard  
Forms of Notice, and Obligatory Tenancy Provisions**

**Purpose and type of consultation:** To seek the views of landlords and tenants, members of the public and professional organisations involved in the rental of residential property, as to the desirability of –

- (i) Standard Condition Reports
- (ii) Standard Tenancy Agreements
- (iii) Standard Forms of Notice
- (iv) Further obligatory tenancy provisions

**Issue Date: 15th December 2011**

**Closing Date: 9th March 2012**

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**Summary**

The Residential Tenancy (Jersey) Law 2011 (“the RTL”) was adopted by the States on 14th July 2009 to update the Island’s legislation dealing with landlord and tenant issues.

The RTL is a modern legal framework for the development of fair, transparent, well-regulated agreements between landlord and tenant. The Law is expected to be implemented in early summer 2012. In the meantime, the Minister for Housing wishes to consult on a number of matters which it is believed would further assist landlords and tenants so that he can make informed decisions when introducing the Law. These matters are –

1. The possible introduction of a number of obligatory standard forms for use by landlords and tenants, as follows –
    - **Condition Report** for use at the beginning and end of a tenancy, which will be helpful when deciding upon the return of deposits by landlords to their tenants.
    - **Standard Form of Tenancy Agreement** to give landlords and tenants assurance that their agreements are in compliance with the new Law.
    - **Standard Form of Notice** to be used when either a landlord or a tenant wishes to terminate a tenancy, or when a landlord notifies a tenant of a breach of a tenancy agreement, to ensure the validity of such notices under the RTL.
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2. In addition, it is suggested that 3 new obligatory provisions be included in all residential tenancy agreements to establish minimal obligations with regard to –

- Repairs and Maintenance
- Insurance and Sub-Letting
- Sub-letting and Assignment.

All 3 issues are commonly referred to in residential tenancy agreements already, and assist in the good management of tenancy agreements if clearly agreed by the parties at the outset.

This Consultation Paper provides additional background information on the proposals and a Questionnaire is provided at the end which seeks respondents' views.

**Further information:** This Consultation Paper can be downloaded from the States of Jersey website at [www.gov.je/government/consultations](http://www.gov.je/government/consultations).

Additional information about the Residential Tenancy (Jersey) Law 2011 can be found in the following Reports presented to the States and the Projet lodged for debate – P.74/2009 – from which the Law was adopted. These can be downloaded from the States Assembly website at – [www.statesassembly.gov.je](http://www.statesassembly.gov.je).

**R.41/2008 Consultation on Draft Residential Tenancy (Jersey) Law**  
**R.107/2008 Consultation Findings Report**

**P.74/2009 Proposition: Draft Residential Tenancy (Jersey) Law 200-**

#### **CONFIDENTIALITY: YOUR SUBMISSION**

Please note that consultation responses may be made public (sent to other interested parties on request, sent to the Scrutiny Office, quoted in a published report, reported in the media, published on [www.gov.je](http://www.gov.je), listed on a consultation summary, etc.). On completing your consultation response, you can indicate if you prefer your comments to remain confidential.

#### **Please send your comments/completed questionnaires**

By post to: Director  
 Population Office  
 PO Box 843, Jubilee Wharf  
 24 Esplanade  
 St. Helier  
 JE4 0UT

Or by e-mail to: [rtl@gov.je](mailto:rtl@gov.je)

**How to contact us:**

Telephone: 01534 448997  
 Fax: 01534 448988

**This Consultation Paper has been sent to the following individuals/organisations –**

The Public Consultation Register	The Citizen's Advice Bureau
The States of Jersey Housing Department	The Law Society of Jersey
The Magistrate, Magistrate's Court	The Housing Trusts
The Lodging Houses Association	The Consumer Council
The Jersey Estate Agents Association	Age Concern
The Jersey Hospitality Association	The Public Library
The Jersey Farmers' Union	St. Thomas' Church
The Consuls	The States of Jersey Health and Social Services Department

**WHAT HAPPENS AFTER THE CONSULTATION IS FINISHED?**

The Minister for Housing will consider all responses that are submitted and a Findings Report will be presented to the States together with any proposals.

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## **Foreword by the Minister for Housing**

Since my appointment as Minister for Housing earlier in 2011, I have been keen to progress the valuable work of my predecessors in the area of landlord and tenant relations.

I would therefore like the views of the public on a number of proposals to improve the way in which residential tenancy agreements are managed for the benefit of landlords and tenants.

For example, it may be helpful if the condition of a property is clearly recorded at the beginning of a tenancy, so that the return of the deposit can be more easily managed when the tenancy ends.

Furthermore, I am keen to ensure that compliance with the forthcoming Law is as easy as possible, and believe that the provision of a standard tenancy agreement and standard forms of notice could help with this.

I am also keen that the essential obligations included in all residential tenancy agreements are such that tenancies can be managed fairly and openly, and consider additional provisions as to responsibilities for insurance, repair and maintenance, and sub-letting and assignment, as likely to assist in achieving this.

The current programme of work by which landlord and tenant relations in Jersey is being reviewed and updated to stay abreast of modern thinking is wide-ranging, and once the new Control of Housing and Work (Jersey) Law 201- is introduced late in 2012, the provisions and protections of the Residential Tenancy Law will extend to many unqualified as well as qualified tenants.

Furthermore, work is ongoing in relation to introducing the Residential Tenancy Law as soon as possible, and draft Regulations for a Tenants Deposit Scheme are close to being published. I also believe that the future of the existing Rent Control and Lodging Houses Registration legislation should be a matter for consultation in due course. Finally, a new Public Health Law is being worked on by the Health and Social Services Department to enable better enforcement of public health standards in all residential property. Once this work is complete, Jersey will finally have the framework it deserves.

This current consultation is a part of this overall programme of work, and I hope that as many as possible in our community will respond. The responses we receive will provide me with important information to further this work.

Thank you for taking part.

**Deputy Andrew K.F. Green of St. Helier, M.B.E.  
Minister for Housing**

### Scope of the Residential Tenancy Law (“RTL”)

The RTL will not apply to all agreements entered into for accommodation – it will only apply to a “*residential tenancy agreement of a residential unit*”.

“**a residential tenancy agreement**”<sup>1</sup> is an agreement –

- (a) for the exclusive occupation, by one or more natural persons<sup>2</sup> who are party to the agreement, of a residential unit as a dwelling;
- (b) for value; and
- (c) for a specified term of 9 years or less, or without a specified term”.

“**a residential unit**”<sup>3</sup> is –

“a self-contained dwelling, that is, a dwelling that has, for the exclusive use of the inhabitants of the dwelling, a minimum of all of the following, whether or not in separate rooms –

- (a) a shower or bath (or other facility, no less convenient than those, in which a person may wash);
- (b) a washbasin;
- (c) a kitchen;
- (d) a sleeping space; and
- (e) a lavatory.”

“**a residential tenancy**”<sup>4</sup> means –

“the right to occupy a residential unit under a residential tenancy agreement”.

**Note:** The legislation will apply to unqualified accommodation, including lodging house accommodation, which satisfies the above definitions, once the Control of Housing and Work (Jersey) Law 201- (“the CHWL” ) is implemented late in 2012. This is because the CHWL will replace the Housing (Jersey) Law 1949, and, as a result, unqualified people will be able to lease unqualified units of accommodation.

In addition, the RTL will apply to all Social Housing, including States Housing.

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<sup>1</sup> RTL – Article 1

<sup>2</sup> i.e. a company cannot occupy a residential unit, although a company can be a landlord

<sup>3</sup> RTL – Articles 1 and 2

<sup>4</sup> RTL – Article 1

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## Section 1: Standard Forms

### 1.1 Standard Form of Condition Report

This part of the Consultation Paper seeks respondents' views on –

- (a) whether the introduction of Condition Reports would be of benefit;
- (b) whether their use should be optional or compulsory;
- (c) how detailed any such Reports should be.

#### Why are Condition Reports suggested?

A landlord usually requires a tenant to pay a deposit when entering a residential tenancy agreement. When the tenant leaves the residential unit, the landlord is entitled to deduct from the deposit any unpaid rent and monies needed to repair any damage that the tenant may have caused to the residential unit whilst living there, over and above normal wear and tear.

A Condition Report is a document that records the decorative state of a residential unit and the condition of the landlord's fixtures and fittings provided with the residential unit *at the time* the tenant takes possession. Its purpose is to assist the parties when making decisions about the return of any deposit monies to the tenant, or their retention by the landlord, when the tenancy ends.

In practice, many local landlords and letting agencies already prepare inventories relating to the residential unit and its contents, sometimes with comments added, when preparing their tenancy agreements. However, the exact proportion of tenancy agreements that are prepared in this way is unknown and the standard of inventories varies. By way of comparison, in various Australian and Canadian States, South Africa, and New Zealand, the use of Condition Reports is a legal requirement for certain property lettings and standard documents are prepared and supplied for use by landlords and tenants.

Although many landlords and tenants in the Island appear to negotiate the return of deposit monies amicably, there are also known to be many cases where disputes arise over the condition of the residential unit at the start and end of the tenancy.

When responding to the 2008 Consultation on the RTL, the Citizen's Advice Bureau advised that –

*“Over the last decade, disputes over the partial or non-return of rental deposits have consistently been amongst the most common issues of concern brought to the Bureau by Jersey residents renting in the qualified or non-qualified sector”.*

Many examples were given in the Bureau's consultation response of cases where deposits had been unfairly retained on the basis of alleged necessary cleaning costs incurred by the landlord after the tenant's departure, or because of a requirement to replace carpets and fixtures and fittings. In the 2009 Annual Report, one case was reported whereby –

*“... another client was asked to replace a whole bathroom suite at the end of his tenancy, when the only damage was a cracked wash hand basin”.*

The Bureau have confirmed that their caseload in connection with queries relating to the return of a deposit remains high.

However, the issue should not be seen as one-sided. The majority of landlords are good landlords who treat their tenants fairly and who maintain their rental properties well. Again, in response to the 2008 RTL consultation, examples were received from landlords about undue damage caused by tenants to their properties, for which the cost of repair was way beyond the value of any deposit taken.

*As stated above, it is in order to ensure fairness between landlord and tenant that the proposal to introduce the use of Condition Reports is put forward.*

If a factual document is prepared at the beginning and end of a tenancy, there is a benchmark upon which the parties, and indeed if it comes to it, the Court, can rely when making any decision about how deposit money might be returned or compensation for damage claimed.

It is suggested that the effort taken to complete a standard Condition Report as part of the original letting procedures under the RTL, which will include the preparation of a lease and the possible payment of a deposit into a deposit scheme, would be minimal in comparison to the argument it may later save.

### **How would Condition Reports work?**

It is proposed that it would be obligatory for a Condition Report to be completed by the parties at the time the tenant enters into the residential tenancy agreement. The obligation would be on the landlord to provide the Condition Report form free of charge. Both the landlord and tenant would need to meet at the residential unit to complete the form and then sign and date it in order to confirm its contents. If the tenant were to disagree with a comment on the Report, his /her disagreement would need to be noted on the Report form.

It is proposed that supporting photographs should be taken, dated and attached to the Report, in particular of any areas where an acknowledged defect exists.

Both the landlord and tenant should keep a copy of the signed Report and photographs. At the end of the tenancy, the parties would be required to meet again to carry out a final inspection of the premises noting any changes to its condition against the original Condition Report and noting, as before, any differences of opinion before signing the Report to confirm its contents.

It is proposed that the use of Condition Reports be made obligatory for it is suggested that, regardless of whether or not the States agree to introduce a Tenants' Deposit Scheme, the existence of such Reports would provide valuable information in connection with any dispute over the condition of a residential unit at the time the rental deposit is due for return.

If Condition Reports are introduced, it is proposed that they would be available online for downloading and printing and that printed copies would be available for collection from central locations such as the Population Office. It is intended that the Condition Report forms would be free and that no charges should be made by landlords in connection with their completion.

### **What would a Condition Report include?**

In order to make the use of Condition Reports effective, they will need to be simple to use whilst containing sufficient detail to make the process worthwhile. Therefore it is proposed that, as a minimum, the Condition Report will need to record –

- (i) the general state of repair of each room in the residential unit and the condition of such things as the paintwork and wall coverings (e.g. paint or wallpaper); the flooring; the windows and blinds/curtains; **and**
- (ii) the condition of fixtures and fittings such as a cooker; a refrigerator; kitchen taps and drainer; bathroom suite and taps; light-fittings and sockets.

It is recognised that the rental market in Jersey to which the RTL will apply covers a wide variety of property, ranging from basic solo occupancy units of accommodation to larger flats and family homes of varying sizes, all with a variety of fixtures, fittings and furnishings.

Therefore it is proposed that if a standard Condition Report form is introduced, it will be designed in such a way that it would be adaptable for use with all types of residential accommodation falling within the RTL.

In addition, consideration will be given to the need to provide translations of any standard Condition Report, particularly into Portuguese and Polish, as many tenants who will be required to sign such Reports will not have English as their mother tongue.

Examples of Condition Reports used in Canada and New Zealand are attached by way of example in Appendix B. It will be noted that the Canadian form is designed to accommodate comments at the beginning and end of the tenancy, and a coding system is used to assess the condition of the property.

***Please answer Questions 1 – 7 on pages 23 – 24, which ask for your opinions about Condition Reports***

## 1.2 Standard Form of Residential Tenancy Agreement

**This part of the Consultation Paper seeks respondents' views on –**

- (a) *whether a standard form of residential tenancy agreement should be introduced under the RTL?*

### **Why is a standard form of agreement suggested?**

The RTL requires landlords to provide their tenants with a written residential tenancy agreement which includes reference to the requirements in Schedules 1 and 2 as listed on page 15.

However, the RTL leaves the landlord to write up his or her own tenancy agreement with the tenant, and if it does not comply with the provisions of the RTL, the landlord runs the risk of being in breach of his or her obligations under the Law.

Many landlords use the services of letting agents who handle all dealings with their properties on their behalf, including the preparation of their tenancy agreements. However, the Population Office receives many calls from both individuals and letting agencies wishing to let property who ask if there is “*a standard form that should be used.*”.

**The reason for introducing a standard tenancy agreement would be to assist landlords by providing a residential tenancy agreement which would comply with the requirements of the RTL.**

If a standard tenancy agreement document is introduced, it is proposed that it would be available online for downloading and printing and that printed copies would be available for collection from central locations such as the Population Office. It is intended that the standard tenancy agreements would be free and that no charges should be made by landlords in connection with their completion.

It is thought quite likely that many landlords, tenants and the general public will favour the introduction of a standard form of tenancy agreement under the RTL because many landlords have for many years used the “Standard Form of Written Contract” issued in connection with the provisions of the [Dwelling Houses \(Rent Control\) \(Standard Tenancy Agreement\) \(Jersey\) Regulations 1993](#).<sup>5</sup>

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<sup>5</sup> See Appendix A, p.17.

The specific purpose of this current Standard Form of Written Contract is to exempt the tenancy from the Rent Control Tribunal, in particular, because it includes protections against above-inflation rent increases. If the Standard Form of Written Contract is not used, then the tenancy agreement is subject to the Rent Control Tribunal in the case of excessive rent rises.<sup>6</sup> However, the existence of the Standard Form of Written Contract also means that landlords and tenants have the ease of obtaining a comprehensive “off the shelf” tenancy agreement, which is another reason it is often used.

If a standard form of tenancy agreement were to be introduced under the RTL, it is proposed that its use would be compulsory. However, it is proposed that any such standard form agreement could be extended by the parties by adding in extra provisions of their own, so long as any such provisions were not in conflict with the provisions of the RTL. For example, the parties might wish to insert additional provisions about parking rights or pet ownership or garden maintenance which are not issues addressed in the RTL.

**[Note:**

It is important to distinguish between this proposal for the introduction of a standard tenancy agreement issued under the RTL, and the current Standard Form of Written Contract referred to above.

The proposed standard form of tenancy agreement would be designed for use under the RTL. It would have no connection to any rent control provisions. Anyone wishing to be exempt from the current rent control provisions would still be required to use the Standard Form of Written Contract. For more information see Appendix A, p.17.]

***Please answer Questions 8 – 14 on pages 24 – 25 which ask for your opinions about Standard Forms of Tenancy Agreement***

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<sup>6</sup> If a standard form agreement were to be introduced under the RTL, the current standard form agreement issued under the Dwelling Houses (Rent Control) (Standard Tenancy Agreement) (Jersey) Regulations 1993 would likely be updated to be consistent with that under the RTL, whilst also including protections against above inflation rent increases for those who wish to be outside the jurisdiction of the Rent Control Tribunal. However, a review of the legislation dealing with Rent Control is also expected in due course.

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### 1.3 Standard Forms of Notice

**This part of the Consultation Paper seeks respondents' views on –**

Whether standard forms of notice should be introduced for use when –

- (a) *a landlord or tenant gives notice of termination of a lease; or*
- (b) *when a landlord gives a tenant a “7 day notice” of a breach of his or her tenancy agreement.*

#### **Reasons for the proposals to introduce standard forms of notice**

The RTL already makes it compulsory for the landlord and for the tenant to be responsible for the service of notice on the other as appropriate, and allows the Minister to introduce standard forms of notice to be used in these circumstances.

Currently the RTL allows either landlord or tenant the flexibility to use his or her own form of wording when serving notice. Although some information is given in the RTL as to what information is required in any such notice, it is suggested that the provision of standard forms would be of assistance to landlords and tenants.

Such notices need not be long, but it is important that certain details are included and in a way that complies with the provisions of the RTL, otherwise the notice might be invalid, for example, if it is not signed or the notice period is incorrectly stated.

In addition, it will assist with any Court action that is taken if standard forms of notice are used under the RTL, because if a dispute arises and the standard notice is used and completed properly, the Court will have the correct information before it when the matter is dealt with.

However, respondents are asked whether, if introduced, the use of such notices should be compulsory or whether landlords and tenants should still have the ability to prepare their own notices.

If standard forms of notice are introduced, it is proposed that they would be available online for downloading and printing and that printed copies of the standard forms would be available at central locations such as the Petty Debts Court and the Population Office at no charge.

*Please answer Questions 15 – 17 on page 26 which ask for your opinions about Standard Forms of Notice*

## Section 2: Additional Obligatory Provisions in Residential Tenancy Agreements

**This part of the Consultation Paper seeks respondents' views on –**

- (a) *Should 3 additional provisions relating to responsibility for insurance, repair and maintenance obligations and sub-letting and assignment rights, be included in the RTL as obligatory provisions in all residential tenancy agreements?*
- (b) *Should any other additional provisions be included and made compulsory?*

The Schedules in the RTL already require the parties to refer to the following matters in a residential tenancy agreement –

1. A description sufficient to identify the residential unit that is the subject of the residential tenancy agreement.
2. The date when the residential tenancy commences.
3. The date (if any) when the residential tenancy comes to an end, or term (if any) at the end of which that residential tenancy comes to an end or the condition (if any) on the fulfilment of which the residential tenancy comes to an end.
4. The name of the landlord.
5. If there is a managing agent in relation to the residential unit, the name and business address of the managing agent, or, if there is no managing agent, the business address of the landlord.
6. The rent payable under the agreement and its frequency of payment.
7. The name of the person to whom the rent is to be paid.
8. How the rent is to be paid.
9. The amount of any deposit or guarantee in respect of the residential tenancy, and how and when any deposit is to be repaid.
10. When the rent is to be reviewed (if at all) and the basis of the review.
11. An inventory of the movables in the residential unit to the extent that the movables are the property of the landlord.
12. The tenant may detach and remove anything that the tenant has fixed to the residential unit, subject to the tenant's making good any damage caused by the tenant's so doing.
13. To the extent that the residential tenancy agreement (or another agreement between the landlord and the tenant) requires the tenant to obtain the landlord's consent before the tenant does something in respect of the residential unit, that consent shall not be unreasonably withheld or delayed by the landlord.
14. The tenant is not required to purchase any fixtures, fittings, or movable property in general, in, for, or in respect of, the residential unit.
15. The tenant is not required to pay any premium, or key money, in respect of the residential unit.

**A landlord will be in breach of the RTL if the residential tenancy agreement that a landlord gives to his or her tenant does not address the issues above.**

**In addition** to the requirements listed above, it is suggested that further obligatory provisions be added to the RTL relating to –

- responsibility for repairs to and maintenance of the residential unit;
- responsibility for insurance of the residential unit;
- requirement to obtain consent to sub-let or assign the residential unit.

It is believed that compulsory reference to such matters in residential tenancy agreements will assist in ensuring that agreements are clear and practical, and can be managed with less conflict.

### **The extent of the proposals**

#### **(a) Repair and maintenance**

There is a general expectation that landlords should maintain and repair any residential unit they let to a reasonable level. There is also a general expectation that tenants should keep any residential unit they let in good order, while any deterioration in the state of the residential unit, including the fixtures and fittings and any furniture supplied, arising as a result of normal wear and tear is the landlord's responsibility.

It is suggested that any additional provision in the RTL relating to repairing and maintenance obligations would reflect these general expectations. However, over and above these basic requirements, it is intended that landlords and tenants would retain flexibility with regard to the way in which they draw up their tenancy agreements.

#### **(b) Insurance**

It is proposed that any new provision would require a landlord to be responsible for the insurance of his or her residential unit against standard risks such as loss or damage by fire or flood, and would require a tenant not to do anything that might invalidate the landlord's insurance.

#### **(c) Sub-letting and Assignment**

It is proposed that a standard clause be added to the RTL that would require a tenant to seek the landlord's permission before assigning or sub-letting his or her tenancy agreement.

If such a clause were introduced, the landlord would not be able to withhold his or her consent unreasonably to any request to assign or sub-let by a tenant by virtue of paragraph 3 of Schedule 2 of the RTL<sup>7</sup>.

### **Additional provisions**

Respondents are asked to indicate in the Questionnaire whether they think there are any other obligations of either landlords or tenants that should be included in the RTL.

*Please answer Questions 18 – 19 on page 26, which ask for your opinions about these and any other additional provisions*

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<sup>7</sup> See point 13, p.15.



## APPENDIX A

**Additional information on the Standard Form of Written Contract for  
Exemption from Rent Control**

A Working Party was established in 1990 to look into the issue of Landlord and Tenant obligations. A Report was produced and, subsequent to its preparation, the [Dwelling Houses \(Rent Control\) \(Standard Tenancy Agreement\) \(Jersey\) Regulations 1993](#) were introduced which set out a Written Form of Contract for exemption from Rent Control. If used by landlords it exempts the parties from the rent control provisions of the [Dwelling Houses \(Rent Control\) \(Jersey\) Law 1946](#) under which the Rent Control Tribunal is established.

Many landlords in Jersey choose to use this Written Form of Contract. It is a detailed document, the reason for this being that in return for exemption from rent control, the parties are required to adhere to a comprehensive but fair set of provisions relevant to the letting of property.

The Written Form of Contract includes the majority of the provisions in Schedules 1 and 2 of the RTL, and some of the additional terms that the 1990 Working Party had favoured, including provisions relating to insurance; fixtures, fittings and contents; repairs and the need for consent on sub-letting or assignment of a tenancy which have not been included in the RTL (some of which are now proposed).

In addition, the Written Form of Contract also includes additional covenants relating, for example, to the lopping of trees; ownership of pets; structural alteration of premises and the leaving of derelict vehicles, etc.

The Written Form of Contract already essentially complies with the requirements of the RTL, although some revisions, in particular in relation to the notice period provisions, will be necessary in order to ensure compliance with the Law. It is proposed that Regulations be brought to the States to agree a revised Written Form of Contract which will update the current document and have it available for use when the RTL comes into force.

Therefore, if a landlord wishes to enter into a residential tenancy agreement after the RTL is introduced, and for the tenancy agreement to be exempt from rent control, he or she will need to use the revised Written Form of Contract that will be introduced. However, any residential tenancy agreements using the current Written Form of Contract, and already in existence at the time the RTL is implemented, will continue as before but, as with any other residential tenancy agreement, any variation or renewal of the agreement agreed after the RTL comes into force will result in the revised Written Form of Contract document needing to be used to ensure both exemption from rent control and compliance with the RTL.

**[Note:** It is important to note that if a landlord wishes his tenancy agreement to remain outside of the rent control provisions and he uses the Written Form of Contract, then he is unable to contract out of any of the provisions in the Written Form of Contract. If he/she does so, the tenancy agreement is no longer exempt from rent control as it is not an agreement falling within the requirements specified by the Rent Control Law and as stated in the Written Form of Contract.

It is believed that there has been confusion in the past over this and that many landlords have added a provision to the Written Form of Contract document stating that "*the 1946 Law shall not apply to the premises*". However, including such a provision renders the tenancy agreement subject to rent control.]

APPENDIX B

Comparative Condition Reports: Example 1: British Columbia, Canada



Residential Tenancy  
Branch

Condition Inspection Report

SEE INSTRUCTIONS FOR COMPLETING FORM ON LAST PAGE

#RTB - 27

**A. LEGAL NAME OF LANDLORD** (if entry is a business name, enter the full legal business name) **E. POSSESSION DATE**

last name, first & middle names day month year

**B. LANDLORD'S ADDRESS FOR SERVICE** **F. MOVE-IN INSPECTION DATE**

unit # street address city province postal code day month year

**C. LEGAL NAME OF TENANT** **G. MOVE-OUT DATE**

last name, first & middle names day month year

**D. ADDRESS OF RENTAL UNIT** **H. MOVE-OUT INSPECTION DATE**

unit # street address city province postal code day month year

**I. LEGAL NAME OF TENANT'S AGENT** (if applicable)

On Move-In On Move-Out

Condition Codes:	D = Damaged S = Scratched B = Broken DT = Dirty ST = Stained	Condition at Beginning of Tenancy		Condition at End of Tenancy	
		COMMENT	CODE	COMMENT	CODE
<b>J. ENTRY</b>	Walls and Trim				
	Ceilings				
	Closets				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
	Electrical Outlets				
	Floor Carpet				
<b>K. KITCHEN</b>	Ceiling				
	Walls and Trim				
	Floor/Carpet				
	Countertop				
	Cabinets and Doors				
	Stove/Stove Top				
	Oven				
	Exhaust Hood and Fan				
	Taps, Sink and Stoppers				
	Refrigerator				
	Crisper/Shelves				
	Freezer				
	Door/Exterior				
	Closet(s)				
	Dishwasher				
	Lighting Fixtures/Bulbs				
Windows/Coverings/Screens					
Electrical Outlets					
<b>L. LIVING ROOM</b>	Ceiling				
	Walls and Trim				
	Floor/Carpet				
	Air Conditioner/Cover				
	Fireplace				
	TV Cable/Adaptor				
	Closet(s)				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
Electrical Outlets					

		COMMENT	CODE	COMMENT	CODE
<b>M. DINING ROOM</b>	Ceiling				
	Walls and Trim				
	Floor/Carpet				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Window/Coverings/Screens				
	Electrical Outlets				
<b>N. STAIRWELL and HALL</b>	Treads and Landings				
	Railing/Bannister				
	Walls and Trim				
	Ceilings				
	Closets				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
	Electrical Outlets				
<b>O. MAIN BATHROOM</b>	Ceiling				
	Walls and Trim				
	Floor/Carpet				
	Cabinets and Mirror				
	Tub/Shower/Taps/Stopper				
	Sink/Stopper/Taps				
	Toilet				
	Door				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
	Electrical Outlets				
<b>P. MASTER BEDROOM (1)</b>	Ceiling				
	Walls and Trim				
	Floor/Carpet				
	Closet(s)				
	Doors				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
	Electrical Outlets				
<b>Q. BEDROOM (2)</b>	Ceiling				
	Walls and Trim				
	Floor/Carpet				
	Closet(s)				
	Doors				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
	Electrical Outlets				
<b>R. EXTERIOR</b>	Front and Rear Entrances				
	Patio/Balcony Doors				
	Garbage Containers				
	Glass and Frames				
	Stucco and/or Siding				
	Lighting Fixtures/Bulbs				
	Grounds and Walks				
	Electrical Outlets				
<b>S. UTILITY ROOM</b>	Washer/Dryer				
	Electrical Outlets				
<b>T. GARAGE OR PARKING AREA</b>	Electrical Outlets				

		COMMENT	CODE	COMMENT	CODE
<b>U. BASEMENT</b>	Stair and Stairwell				
	Walls and Floor/Carpet				
	Furnace, Water Heater, Plumbing				
	Windows/Coverings/Screens				
	Lighting Fixtures/Bulbs				
	Electrical Outlets				
<b>V. STORAGE</b>					
<b>W. KEYS AND CONTROLS</b>	<b>TYPE OF KEY OR CONTROL</b>	<b># ISSUED AT START OF TENANCY</b>		<b># RETURNED AT END OF TENANCY</b>	
	Building Entrance Keys				
	Rental Unit Entrance Main Locks				
	Rental Unit Deadbolt				
	Parking Remote Control				

**START OF TENANCY**

**X. Repairs to be completed at start of tenancy:** (list repairs)

\_\_\_\_\_

\_\_\_\_\_

**Y. I,** (Tenant's name) \_\_\_\_\_

agree that this report fairly represents the condition of the rental unit

do not agree that this report fairly represents the condition of the rental unit for the following reasons:

\_\_\_\_\_

\_\_\_\_\_

**END OF TENANCY**

**Z. Damage to rental unit or residential property for which the tenant is responsible:**

\_\_\_\_\_

\_\_\_\_\_

**1. I,** (Tenant's name) \_\_\_\_\_

agree that this report fairly represents the condition of the rental unit

do not agree that this report fairly represents the condition of the rental unit for the following reasons:

\_\_\_\_\_

\_\_\_\_\_

**2. I** \_\_\_\_\_ **agree to the following deductions from my security and/or pet damage deposit:**

Security Deposit: \_\_\_\_\_ Pet Damage Deposit: \_\_\_\_\_

Date (dd/mm/yy): \_\_\_\_\_ Signature of Tenant: \_\_\_\_\_

**3. Landlord's Signature:** (on Move-In) \_\_\_\_\_ (on Move-Out) \_\_\_\_\_

**4. Tenant's Signature:** (on Move-In) \_\_\_\_\_ (on Move-Out) \_\_\_\_\_

**5. Tenant's Forwarding Address:**

unit # street address city province postal code

**6. Landlord Name & Address at End of Tenancy:** \_\_\_\_\_

last name, first & middle names (if entry for landlord is a business name, enter full legal business name)

unit # street address city province postal code



**QUESTIONNAIRE**

**Consultation on Condition Reports, Standard Tenancy Agreements, Standard Forms of Notice and Obligatory Tenancy Provisions**

**Confidentiality:** Please note that consultation responses may be made public (sent to other interested parties on request, sent to the Scrutiny Office, quoted in a published report, reported in the media, published on [www.gov.je](http://www.gov.je), listed on a consultation summary, etc.).

**When responding please use this response form and delete as appropriate:**

- (a) I agree that my comments may be made public and attributed to me.
- (b) I agree that my comments may be made public but not attributed (i.e. anonymous).
- (c) I don't want my comments made public.

**Optional:**

Name .....

Address.....

.....

Contact No. ....

*If not using the response form, please note at the top of your response which of the above options you wish to apply.*

**Please send your comments to:**

Director, Population Office  
PO Box 843, Jubilee Wharf  
24 Esplanade  
St. Helier  
JE4 0UT

**How to contact us:**

Telephone: 01534 448997

E-mail: [rtl@gov.je](mailto:rtl@gov.je)

Fax: 01534 448988

**Are you:**

- (a) a landlord
- (b) a qualified tenant
- (c) an unqualified tenant
- (d) a letting agent
- (e) a member of the public/other

**Question 1:**

Have you ever been involved in a tenancy dispute over –

(a) the return of a rental deposit? Yes  No

(b) any other tenancy issue? Yes  No

**Question 2:**

Have you ever used a Condition Report? Yes  No

**Question 3:**

*If you answered Yes to Q2:*

(a) Did you write up your own Condition Report? Yes  No

(b) If “Yes”, how easy or difficult did you find this to do? Very easy  Quite easy   
Very difficult  Quite difficult

(c) Was the Condition Report helpful at the end of the tenancy when the return of the tenant’s deposit was discussed? Very helpful  Quite Helpful   
Not very helpful  Not helpful at all

(d) If not helpful, why not?

(e) Would you prefer to use a standard Condition Report Form if one existed? Yes  No

**Question 4:**

How useful do you think a Condition Report would be? Very useful  Fairly useful   
Not very useful  Not useful at all

**Question 5:**

Do you think Condition Reports should have photographs of the accommodation attached? Yes  No

**Question 6:**

Do you think the use of Condition Reports should be compulsory at the beginning and end of a tenancy?

Yes No **Question 7**

(a) What do you think of the example Condition Reports included in Appendix B?

(b) Any other comments?

**Question 8:**

Have you ever used the Standard Form of Written Contract issued under the Rent Control Legislation?

Yes No **Question 9:**

*If you answered Yes to Q8:*

Did you find the Standard Written Form of Contract:

(a) included all the points you needed?

Yes No 

(b) included additional points that were not relevant to you?

Yes No 

(c) Did you wish to add in extra provisions?

Yes No



**Question 10:**

Have you ever drawn up your own tenancy agreement?

Yes No **Question 11:**

Do you think that all landlords and tenants should be required to use the same standard form of tenancy agreement (with the ability to add extra clauses if necessary)?

Yes No **Question 12:**

If a standard agreement was provided, but not made compulsory, do you think it would still be helpful to have an optional agreement available?

Yes No **Question 13:**

Are there any other matters that you think should **not** be included in a compulsory standard agreement, i.e. matters that should be left to the parties?

**Question 14:**

Are there any matters that you think **should** be included in a compulsory standard agreement?

**Question 15:**

Do you think a standard form for use by landlords or tenants when giving notice to terminate a tenancy agreement would be helpful?

Yes No **Question 16:**

Do you think a standard form for use by landlords when giving notice that a breach of the tenancy agreement had occurred would be helpful?

Yes No **Question 17:**

If you answered “Yes” to Questions 15 and 16, do you think that use of these standard forms of notice should be compulsory?

Yes No **Question 18:**

Do you think additional provisions relating to the matters referred to below should be made compulsory in all residential tenancy agreements?

(a) general expectations regarding repairs and maintenance

Yes No 

(b) insurance

Yes No 

(c) sub-letting and assignment

Yes No **Question 19:**

Do you think there are any other provisions that should be included as compulsory obligations in a residential tenancy agreement?

Yes No 

If you have answered “Yes” to Question 19, please given examples –

**THANK YOU for completing this Questionnaire**

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