

New Year- New Lease? Don't forgot the condition report!

As many landlords and tenants in Jersey will already be aware, from 31st October 2014, any new residential tenancy agreement must contain a tenancy condition report.

Introduced by the Residential Tenancy (Condition Reports) (Jersey) Order 2014, the aim of this new law is to both reduce disputes between parties on termination of the tenancy agreement in respect of the condition of the property, and more generally to encourage improvements in property management standards.

A condition report records the physical condition and state of repair of a property when a tenant moves into it.

It's compulsory for the landlord to complete a condition report within 7 days of a tenant agreeing to live in the property. If he doesn't, the landlord could be fined up to £2,000.

What must a report contain?

The States of Jersey website has a template report which can be downloaded by visiting <http://bit.ly/1phwTbt>

Alternatively you can create your own condition report as long as it includes:

- the name and address of the landlord (or managing agent if any)
- the name(s) of the tenant(s)
- the address of the property
- the date on which the tenant is entitled to take possession of the property
- the date on which the condition report is recorded
- a description of the condition of the walls, ceilings and floors in each room
- any fixtures, fittings and furniture included in the tenancy agreement

Once prepared, the landlord must provide 2 copies to the tenant within 7 days. The tenant must then:

- review the condition report
- accept what the landlord has written within 7 days by signing the report and returning a copy to the landlord, OR
- mark anything disputed by marking their initials next to the comments and returning a copy of the report to the landlord.

The landlord can choose to accept the objections, initial what they agree with and return it to the tenant. Alternatively the parties may need to go to Court or to an Adjudicator.

May I include photographs?

Photographs can help support comments made on a condition report, but should not replace the report. Any photographs should be signed and dated by the landlord and tenant.

Updating the condition report

There may be times when you may want to update your existing report or complete a new one, e.g. when work has been done to improve the condition of the property. You can record these changes either through a new condition report or by adding to the original, but it must be signed and dated by both the landlord and tenant.

Do I need a report if I am just extending or varying an existing tenancy arrangement?

If you are renewing or varying your tenancy, you can choose whether to complete a new condition report. If not, the report completed at the beginning of your tenancy will have effect.

What happens at the end of the tenancy?

At the end of the tenancy agreement the condition report will be used by the landlord to verify that the property is in the same condition as at the commencement of the tenancy (subject to wear and tear if

applicable in the lease). The report would be used as evidence for both parties should there be a dispute in relation to the release of the rent deposit due to the condition of the property. If agreement cannot be reached by the parties, it will then be considered by the Court or an Adjudicator.

And don't forget....

The Residential Tenancy (Deposit Scheme) (Jersey) Regulations 2014 will come into force on 28 February 2015 by which date the States will have appointed a scheme administrator. Once further regulations come into force (likely to be mid-Summer 2015), that administrator will be obliged to hold any rent deposit paid by a tenant (as opposed to a landlord holding the monies).

It is hoped this scheme will reduce disputes regarding the non-return of deposits to tenants by unscrupulous landlords. At the end of the tenancy, if the parties agree the amount of deposit to be repaid, the scheme administrator will be notified and must release the amount within 5 days. If either party disputes how much deposit money should be returned, the scheme administrator will hold onto the deposit until the dispute has been resolved, either by the parties coming to an agreement between themselves or via the new alternative means of dispute resolution (ADR) service funded by the scheme, or by order of the Petty Debts Court.

Much of the detail has yet to be confirmed by the States including the identity of the scheme administrator and the level of fee charged to each depositor (estimated to be c. £10-£20).

For further information or advice please do not hesitate to contact Katharine Marshall at Ogier on +44 1534 753904. Alternatively, visit us online at www.ogierproperty.com

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