

Mr. Roger Boys – 2nd submission – 15th November 2019

I also recalled a comment that one of the other attendees at the meeting made concerning a long standing tenant who was happy with the property as it was on the existing terms as to meet enhancements required the landlord would have had to increase his rent considerably to cover his costs.

In these circumstances perhaps there should be some opt out provisions. These provisions should be effected by a formal document in triplicate including:

- The names of both parties
- When the letting commenced and the nature of the lease
- The matters which do not meet the present regulations ideally with photographic evidence attached
- A statement that the tenant acknowledges these matters and does not require them to be implemented.
- Signature of both parties
- One copy is to be held by each party and the third copy is to be lodged with the States.

Failure to lodge the copy would result in punitive fines to the landlord or his agent and such agreements would only apply for existing arrangements or renewal thereof. This would mean that if the landlord wished to re-let the property after the legislation has been put in place he would have to upgrade the property to the appropriate level but could get enhanced rental thereon to compensate.

Regards

Roger Boys