



ACCOMMODATION ADVICE FOR STUDENTS

WHAT IS THE TENANT RESPONSIBLE FOR?

- Ensure their **rent is paid** fully and on time
- Keep the property **in good order** and inform the landlord when repairs are needed. Keep a record of all repairs, payments and dealings with the landlord



- Allow the landlord to carry out **inspections of the property** at reasonable intervals on an agreed date and time.
- Comply with the **terms of the tenancy agreement**. Do not engage in anti-social behaviors, do not harm the property.



- Letting the landlord know who is living in the property. **A landlord is entitled to know who is living in the property.**

- Give **proper notice** when planning to end the tenancy.

WHAT SHOULD I KNOW BEFORE RENTING?

DEPOSIT

Most Landlords will request a deposit of approximately 1 months' rent. According to Tenancy law, the deposit cannot amount to more than one month's rent. Always request a receipt.



Generally the Landlord will hold the deposit as security against damages, unpaid rent or a tenant breaching the tenancy agreement.

You may **forfeit** some or all of your deposit if you:

1. Do not give proper **notice** or leave before the tenancy agreement expires
2. **Damage** the property above normal wear and tear (ask for receipts for anything deducted as damages)
3. Leave **unpaid bills or rent** (again ask for receipts)

Students should note that their deposit does not cover rent when they have given notice to the landlord or have been served notice by the landlord to leave the property

RENT

Key questions that you need to ask prior to entering into any form of agreement. Remember according to tenancy law, Landlords can only request one month's rent in advance at a time.

- **How much** is the rent?
- What does the rent **include**?
- How many weeks rent do you need to **pay in advance**?
- **What date is rent due** and is it weekly or monthly?



KEY RECOMMENDATIONS

Always request a copy of the letting agreement before you sign a lease / contract.

- Request a **rent book** - This will set out how much rent is payable and specify contact details for your landlord.
- Ensure the landlord gives a **receipt** for each payment and signs the rent book
- Check if the landlord is registered with **PRTB**.
- Establish the landlord's **right of access** to the property.
- Take **pictures** of all rooms in the houses and the exterior before you move in and when you move out. If possible have dates on the pictures. This is vital evidence for dispute resolutions
- Keep all **receipts, letters and bills** related to the house.
- Request an **inventory** - a list of all items in the house, plus any structural damage / wear and tear in the house. Ensure landlord and tenants sign it.



LEGAL AGREEMENTS

Students are advised to exercise extreme caution before entering into tenancies for long periods. Any agreement made with a landlord is binding in law, whether it is made verbally or in writing. In the interest of both parties it is strongly recommended that the agreement is in writing.

If you are unsure of the exact terms of the agreement do not sign it until you have sought advice. The agreement is designed to clarify the rights and duties of both householder and student tenant(s) and so help avoid unnecessary disputes.

Remember if you are renting a room that is not a self-contained unit, in a landlords house and they are operating under the

rent a room scheme, you are not covered by landlord and tenant legislation. So the rights and obligations under that legislation do not apply to you. For example, they are not obliged to register as a landlord with the RTB or provide a rent book to the tenant. In general the accommodation they provide does not need to meet any minimum physical standards. This also means that you are living in their home under a licensee agreement, not a tenancy agreement, and are really only entitled to reasonable notice should the landlord choose to terminate the agreement. Tenants are, however, entitled to refer disputes under the Small Claims Procedure. Common claims that are heard under the Small Claims Procedure include disputes about retention of a tenant's deposit for what they consider unfair reasons, or deductions from rent for damage to property that is over and above normal 'wear and tear'.

By Law Landlords must ensure that their rented properties provide tenants with a safe and healthy environment to live in and comply with the minimum standards.

SAFETY

- Information must be provided to tenants on the property building services, appliances and their maintenance requirements.
- Efforts must be made to prevent infestation of pests and vermin
- In houses there must be access to a fire blanket and fire detection and alarm system.
- In multi-Unit buildings, there must be a fire detection and alarm system, an emergency evacuation plan and emergency lighting in common areas. It is important that fire safety equipment is maintained
- Electrical wiring, gas and water pipes should be in good repair.
- There must be suitable safety restrictors attached to a window which has an opening through which a person may fall.



APPLIANCES AND FIXTURES

- The buildings must be free from damp and in good structural repair (internally and externally)
- There must be hot and cold water available to the tenant(s)
- The building must have adequate ventilation and heating, which the tenant(s) can control

- Where there is no access to a yard/garden/access to communal laundry facilities, such as a washing machine and a dryer must be provided
- There must be access to refuse
- Each bathroom or shower room should contain a permanently fixed heater that is properly maintained. The room should be properly ventilated

