



Union of Students in Ireland
Aontas na Mac Léinn in Éirinn

Rent Book

& Accommodation Guide
2012



Leabhar Cíos

& Treoirleabhar Cóiríochta



Union of Students in Ireland
Aontas na Mac Léinn in Éirinn

ABOUT USI

“The Union of Students in Ireland (USI) fights to protect and strives to enhance the student experience. We are the sole national representative body for students in Ireland with over 250,000 members across 30 colleges. Throughout our history, USI has worked relentlessly in the pursuit of student rights in all areas of the student experience including the provision of safe, affordable accommodation.”

OBJECTIVES OF THE UNION OF STUDENTS' IN IRELAND

1. An education and training system open to all, irrespective of any consideration, including consideration of national origin, ethnic background, age, ability, sex, sexuality, creed, political beliefs or economic circumstances, so that each individual can realize their full potential.
2. An education and training system which truly serves the interest of the people of Ireland.
3. The right of students to a decent standard of living including the right to adequate financial support, proper housing and future prospects of employment in Ireland.
4. The defense and promotion of all democratic and human rights.
5. The provision of student services for the benefit of the membership on the principle that control of student service should lie with the membership.
6. To represent the interests of the students of Ireland at international level.

TENANCY DETAILS

Tenant's Name:

Address:

Landlord's/Agent's Name:

Address:

Phone Number: Mobile:

Term of Tenancy: Monthly Fixed Term

Date of Commencement:

Amount and Purpose of deposit paid: €

The deposit must be returned to the tenant at the end of the tenancy. Deductions may be made for damage over and above normal wear and tear, inadequate notice and any outstanding rent or bills.

Amount of rent: € To be paid: Weekly Monthly

Payment by: Cash Cheque Standing Order

Other (please specify)

Landlord's/Agent's Account Number:

National Sort Code:

Landlord's PPS No:

Landlord's/Agent's Signature

Tenant's Signature

CHECKLISTS

BEFORE YOU MOVE IN WHEN YOU VIEW ACCOMMODATION:

1. Do some research on whether you want to live in a house, digs or an apartment complex.
2. Check with your Students' Union for a list of student friendly accommodation in the local area - they'll also be able to tell you how much you should be paying for accommodation in the area.
3. Don't sign a lease unless you've read it and understood all of it- bring it to your Students' Union if you have any questions.
4. Double check the amount of the deposit, rent in advance and rent.
5. For security, check all the locks on doors and windows, alarm, fire alarm, fire extinguishers, and make sure you know who else has a key
6. Check appliances: cookers, vacuum cleaner, shower, microwave etc to see that they work
7. If necessary, ask situation with parking for bicycles and cars
8. What bills are you going to have to pay on top of rent? Heating, electricity, internet, cable TV, bin charges?
9. Is the accommodation convenient & safe? Is it near your college, shops, bus route etc - it's handy when you need to run to a 9am lecture!
10. Check for damp and mould -ie behind bed, in wardrobe.
11. Refer to Minimum Standards in Rented Accommodation - www.environ.ie/en/Publications/DevelopmentandHousing/Housing/FileDownload.19428.en.pdf

WHEN YOU'VE MOVED IN:

1. Ensure there's an inventory of all utensils and equipment in the accommodation signed by both you and the landlord.
2. Check locks on windows and doors.
3. Ask for the energy rating of the house (BER cert) - the higher the number the cheaper the house will be to heat
4. If you are asked to sign a lease, make sure you read it carefully and understand it BEFORE signing it. If you sign a lease with another tenant(s), and even if it does not have an express provision stating that all tenants will be jointly and severally liable for rent owing and accruing until such time as the tenancy is validly terminated, a landlord is entitled to pursue one or all of the tenants party to the lease for the full amount of rent arrears.
5. Take photos of all the rooms and the exterior when you move in, make sure they're dated and e-mail them to the landlord or meet with landlord and ask him/her to sign it. Keep the photos in case of disputes arising when you're claiming back your deposit.
6. Get a receipt every time you hand over money. Don't pay by cash if possible
7. Make a list of everything that's in the place when you move in and make note of what condition it's in.
8. Aim to be a decent tenant, clean up your mess, be conscious of other people living with or around you
9. Check if there's a fire alarm and fire safety devices - your landlord is obliged to provide these.
10. If you're paying for your accommodation yourself and paying tax, remember to register for your rent tax credits on www.revenue.ie

WHEN YOU'RE VACATING ACCOMMODATION:

This is your vacating checklist to ensure that you get your full deposit back. No excuses will be accepted if the property is not returned in order and deductions can be made from the deposit.

INSPECTION

If a property is left unsatisfactory your landlord has the right to take deductions from your deposit to fix the problems. If the checklist is read properly there is no reason why a deposit shouldn't be returned.

- 1. BILLS & RENT:** Ensure all rent is paid up to date and there are no outstanding bills as you leave the accommodation.
- 2. CHECK INVENTORY:** If there is anything missing or damaged they must be replaced, including light bulbs.
- 3. ENTRANCE HALL** Floor coverings cleaned/ Shelving/Wall Decorations cleaned/ Any furniture in hallway cleaned
- 4. SITTINGROOM/LIVINGROOM** All furniture cleaned/ Floor covering cleaned/ Shelving/Wall Decorations cleaned/ Skirting boards should be cleaned if dusty/ Fireplace cleaned (if applicable)
- 5. KITCHEN** Hob/Oven/Grill pan/Oven door and controls cleaned/ Fridge defrosted and cleaned/ Remove and dispose of all food stuff/dishcloths/ cleaning detergents etc./ Ensure all electrical equipment i.e. kettle, washing machine etc. cleaned down/ All Delph, cutlery and cooking utensils washed, dried and put away/ Floor cleaned and disinfected/ Plastic bags and rubbish removed and disposed of/ strong smells i.e. cigarette smoke and spices must not be noticeable in the property.
- 6. BATHROOM** Shower/bath cleaned and disinfected/ Shower curtain where applicable soaked and disinfected/ Toilet bowl, toilet seat and surround cleaned/ Sink cleaned and mirror (where applicable) Floor cleaned/ All toiletries removed including toilet roll/ All Shelving cleaned.
- 7. BEDROOMS** Floor coverings cleaned/ All bedroom furniture cleaned/ Mattress protectors (where applicable) washed/ All bed linen and personal items removed

A GUIDE TO STUDENT HOUSING

How to find Accommodation

Websites

There are many useful accommodation hunting websites out there. By far the best is Daft.ie as it makes it easy to search through a lot of accommodation listings on the internet quickly. It also has maps that point out where the accommodation is located, very helpful if you're new to the area. Don't forget, once you find somewhere you like, ring it as soon as you can.

Student Unions

Accommodation lists are available from your Students' Union and can contain housing or digs that have generally been inspected over the summer. It would be recommended that you contact your Students' Union as it's the best port of call when hunting for a place to live.

Newspaper

Check out the "To Let/Flat/Housing Sharing" columns of the daily, evening and local papers. Papers are usually out at lunchtime so get a copy as early as possible and if something catches your eye ring without delay as the places go quickly.

Your Rights in Rented Accommodation

Most students who live away from home live in private rented accommodation. The Residential Tenancies Act 2004 established a new body, the Private Residential Tenancies Board (PRTB), to:

- a) deal with disputes between landlords and tenants
- b) operate the national system for registering tenancies
- c) provide information on the rental sector

The Residential Tenancies Act 2004 sets out statutory rights and obligations that all Landlords and Tenants in Ireland must adhere to. For further information, please refer to www.prtb.ie

Certain minimum rights and obligations for landlords and tenants are also laid out in the Residential Tenancies Act 2004. These are not exhaustive, though, and other laws still apply – certain other rights and obligations can also be set out in your letting agreement.

Failure to comply with any of these obligations could result in the termination of the tenancy.

All landlords are required to register a tenancy with the PRTB – If the tenancy has not been registered, you are still entitled to use the PRTB's services. A tenant can notify the PRTB anonymously that their landlord is not registered by contacting the PRTB and giving the rental address of the property and the PRTB will take it from there. The PRTB's contact details are available at the back of the booklet.

Tenancy Agreements

The two main types of agreement between landlord and tenant are a Written Contract known as a Lease, or an Oral Tenancy.

Written Contract (Lease)

The terms of a lease govern the contract and the landlord and tenant are bound by it except when contradictory with statutory provisions. A lease agreement is normally for 12 months – this can be a problem for students as the college term is 8 to 9 months and should be a major factor to be taken into consideration before signing a lease.

Do not sign any letting agreement or lease that you have not read or that you don't understand.

Oral Tenancy

An Oral Contract of Tenancy is as good as a written contract of tenancy with regard to the general rights and obligations of a tenant.

However a written agreement is still preferable to an oral one because it clarifies matters for both parties.

Your rights as a tenant

Your rights as a tenant come from the Residential Tenancies Act 2004, the Housing Regulations on minimum standards and from any written or oral agreement with the landlord. They include that:

- The rented accommodation must be in good condition. e.g. structurally sound, availability of hot/cold water, adequate heating, appliances in working order, electricity and gas supply in good repair.
- The tenant must have privacy. Landlords can only enter the rented accommodation with your permission unless it is an emergency.
- Tenants must have a rent book, written contract or lease with the landlord.
- Tenants must be informed of increases to their rent. A rent increase, in line with current market rent, can only occur once a year after 28 days' written notice. Tenants can refer a case to the PRTB if they consider a rent increase to be in excess of current market rates.
- Tenants must be able to contact their landlords at any reasonable time.
- Tenants must be reimbursed by the landlord for any urgent repairs that are carried out on the accommodation. Any repairs/alterations must be in advance with the landlord. If the damage is beyond normal wear and tear then it is the tenant's responsibility to pay for them.
- Tenants must be given proper notice before the termination of the tenancy agreement.
- Tenants can refer disputes to the Private Residential Tenancies Board (PRTB).

In addition, the Residential Tenancies Act 2004 provides for a number of other rights and protections:

Deposits

- Tenants may forfeit some or all of their deposit:
- If they do not give proper notice, or leave before the end of the tenancy agreement
- For damage to the property over and above normal wear and tear
- For unpaid bills or rent owed
- The letting agreement should be checked for other more specific arrangements.

Insurance

It is up to you to insure your own belongings. This could be very expensive so make sure you shop around but a good start is

<https://www.cover4students.com/ireland/campus/>

Visitors & Overnight Guests

Tenants are entitled to invite friends to stay overnight occasionally, unless otherwise stated in your lease. Tenants should take into account the right to peaceful occupation of other tenants within the dwelling and any terms contained within a lease

Rights

Your rights as set out under the Residential Tenancies Act can't be 'contracted out'. This means that your lease can't override the basic principles set out above with regard to the rights and obligations of either side. If you're in doubt about a particular clause, you can seek information from the PRTB directly or advice from Threshold and your Students' Union.

Tenants' Obligations

Under the Residential Tenancies Act 2004 tenants have to look after the premises, refrain from anti-social behaviour, pay all rent and charges on time, and fulfil other duties.

- Pay your rent on time.
- Maintain the property in good order and inform the landlord when repairs are needed, allowing him/her or others access for this.
- Do not engage in any activities that may harm the property e.g. drying clothes inside the accommodation without proper ventilation, as this may cause damp to spread.
- Allow the landlord to do routine inspections of the property.
- Inform the landlord of who is living in the property.
- Avoid causing damage, nuisance or breaking the law.
- Comply with the terms of the tenancy agreement whether written or verbal.
- Give the landlord proper notice before the termination of the tenancy agreement.
- Keep a record of all repairs, payments and dealings with the landlord.

- Sign the PRTB registration form when requested to do so by the landlord.
- Not to do anything that could affect the landlord's insurance premium on the dwelling

Late night parties and excessive noise can damage the important relationship between you, your neighbours and the Gardaí.

Privacy

All tenants have a statutory right to quiet and peaceful possession as long as they pay their rent. **Nobody (including the landlord) has the right to enter accommodation without permission.** The circumstances under which a landlord may be entitled to enter the accommodation are:

- to survey it and to ensure that it is being maintained
- to read any meter that may be installed there while the tenant is present
- in case of an emergency

Maintenance and Repairs

A tenant's responsibility is generally to maintain the interior of the dwelling and to comply with any other express provisions that may be laid down in a written agreement. The landlord is obliged to maintain the exterior, in particular the roof and outer walls. The glass in windows/doors is the responsibility of the tenant; the frames that of the landlord.

Electricity and Gas

Slot meters are installed in many flats for gas and electricity. The tenant should ensure that the electricity meter is fixed at the correct setting and has not been tampered with. The setting can be checked with the ESB or Gas company. **A landlord is not entitled to disconnect the power or water supply.**

Health, Safety and Standards for Rented Accommodation

The Housing (Standards for Rented Houses) Regulations 2008 and Housing (Standards for Rented Houses) (Amendment) Regulations 2009 apply to most types of private accommodation, including rented apartments, flats, maisonettes, etc. The standards require a landlord to ensure:

- that the accommodation is in a proper state of structural repair
- that the roof, walls, floors, ceilings and stairs are in good repair;
- maintain the installations for the supply of electricity or gas in good repair and safe working order;
- provide proper ventilation and lighting to each room;
- provide a sink with hot and cold water facilities and toilet and bath or shower facilities.
- The property must also comply with the Fire Services Act 1981 - Your landlord is obliged to provide you with fire alarms and a fire blanket

However tenants should:

- take a sensible approach to fire safety within their rented accommodation to avoid fire hazards
- ensure at least one smoke alarm is installed on each floor level
- plan a fire evacuation drill and practice it

If you feel your accommodation isn't up to standard, or if it poses a risk to your safety, you can contact your local authority who will investigate the complaint and prosecute your landlord if necessary.

Termination of a tenancy by the tenant - Notice periods

The amount of notice a landlord must give is different and is also covered under the Residential Tenancies Act 2004:

Duration of tenancy	Notice period for landlord
Less than 6 months	28 days
6 months or more but less than 1 year	35 days
1 year or more but less than 2 years	42 days
2 years or more	56 days

It is also possible for the landlord and tenant to agree a shorter period of notice, but this can only be agreed at the time the notice is given (see section 69 of the Act).

Fixed Term Tenancies

- A fixed term tenancy should last for its duration and should only be terminated if:
- The tenant or landlord has breached one of the conditions of the lease and/or their obligations under the Residential Tenancies Act 2004.
- The landlord has refused a request by the tenant for subletting or assignment of the lease, allowing the tenant to serve a notice (see Section 186 of the Act).
- There are provisions incorporated into the agreement allowing for early termination by the tenant (i.e. a break clause).

Regardless of the duration of the letting, the Notice of Termination must specify the reason for the termination. If the reason is for rent arrears, then the 14 day warning letter must still be sent in advance of the notice. Unless it is specified as a condition agreement, the tenant is generally not entitled to an opportunity to remedy the breach prior to service of the notice. Generally the reasons under Section 34 are not valid grounds for terminating a fixed term tenancy. They can only be used if they have been incorporated as conditions in the letting agreement.

Landlords can give less notice if the tenants are not keeping their obligations (28 days) or if there is serious anti-social behaviour (7 days)

What is anti-social behaviour?

Tenants are obliged under the Residential Tenancies Act 2004, not to act or to allow visitors to the dwelling to act in a way that is anti-social, within the dwelling or in the vicinity of it.

The practical definition is anything that causes hassle to your neighbours

or the people around you, creates damage or trouble, etc. The legal definition is

“behaviour that constitutes the commission of an offence, causes danger, injury, damage or loss, or includes violence, intimidation, coercion, harassment, obstruction or threats. It also includes persistent behaviour that prevents or interferes with the peaceful occupation of neighbouring dwellings by others in the building or its vicinity”

Disputes with your Landlord

The PRTB operates a dispute resolution service between tenants and landlords, with mediation, adjudication and tenancy tribunal hearings on offer. Anyone wishing to refer a dispute with their landlord to the PRTB should contact it directly in the first instance and discuss the matter. The PRTB now offers Online Dispute Application to Tenants/Students.

Log on to www.prtb.ie to create an account online. A user account will allow you to:

- Lodge a dispute application
- View your own dispute online
- Request access to an existing dispute
- Lodge an appeal

Alternatively, the PRTB will provide you with an Application Form, which should be completed and returned to the PRTB along with the appropriate application fee. The 2012 rate is €25 for a dispute referral. Information provided to the PRTB in respect of a dispute will be copied to both parties.

Tips to getting on with Roommates!

It's important to note that when you're moving into a new house or apartment it's all about knowing your rights etc. You are more than likely going to be living with new people and having to learn how to share your space with people other than your family. Here are 8 simple tips to having a much happier time with your new room mates!

- 1. Be clear from the beginning.** Do you know in advance that you hate it when someone hits the snooze button fifteen times every morning? That you're a neat freak? That you need ten minutes to yourself before talking to anyone after you wake up?
- 2. Address things when they're little.** Is your roommate always forgetting her stuff for the shower, and taking yours? Are your clothes being borrowed faster than you can wash them? Addressing things that bug you while they're still little can help your roommate be aware of something she may not otherwise know
- 3. Respect your roommate's stuff.** This may seem simple, but it's probably one of the biggest reasons why roommates experience conflict. Don't think he'll mind if you borrow his cleats for a quick soccer game? For all you know, you just stepped over an uncrossable line. Don't borrow, use, or take anything without getting permission first.
- 4. Be careful of who you bring into your room -- and how often.** You may love having your study group into your room. But your roommate may not. Be mindful of how often you bring people over. If your roommate studies best in a quiet apartment, and you study best in a groups you can alternative who hits the library and who gets to have the room.
- 5. Be open to new things.** Your roommate may be from someplace you've never heard of. They may have a religion or lifestyle that is completely different from your own. Be open to new ideas and experiences, especially as it relates to what your roommate brings into your life.
- 6. Be open to change.** You should expect to learn and grown and change during your time at college. And the same should happen to your roommate, if all goes well. As the semester progresses, realize things will change for both of you. Be comfortable addressing things that unexpectedly come up, setting new rules, and being flexible to your changing environment.
- 7. If nothing else, follow the Golden Rule.** Treat your roommate like you'd like to be treated.

USEFUL CONTACTS

Union of Students in Ireland

*Ceann Aras na Mac
Léinn, 3-4 St Agnes'
Road, Crumlin,
Dublin 12*

(01) 7099300

welfare@usi.ie

www.usi.ie

PRTB (Private Residential Tenancies Board)

PO Box 11884, Dublin 2

(01) 6350 600

information@prtb.ie

www.prtb.ie

Threshold Advice Centres (Housing Rights Agency)

Dublin:

21 Stoneybatter, Dublin 7

(01) 678 6096

advice@threshold.ie

www.threshold.ie

Cork:

22 South Mall, Cork

021 427 88 48

threshold@eircom.net

Galway:

3 Victoria Place, Merchant's Road, Galway

(091) 563 080

thresholdgalway@eircom.net

Citizens Information

1890 777 121

www.citizensinformation.ie

STATEMENT OF INFORMATION:

1. This statement of information is included in the rent book in accordance with the Housing (Rent Books) Regulations, 1993. It does not purport to be a legal interpretation.
2. The tenant of a house is, unless otherwise expressly provided for in a lease, entitled to quiet and peaceable enjoyment of the house without the interruption of the landlord or any other person during the term of the tenancy for so long as the tenant pays the rent and observes the terms of the tenancy.
3. Notice of termination of a tenancy must be in writing and must be made in accordance with the provisions of the Residential Tenancies Act 2004 and 2009.
4. The landlord is prohibited from impounding the goods of a tenant to secure recovery of rent unpaid.
5. The landlord is obliged to provide a tenant with a rent book for use throughout the term of the tenancy. The landlord must enter the particulars relating to the tenancy in the rent book, and, in the case of a new tenancy, complete the inventory of furnishings and appliances supplied with the house for the tenant's exclusive use.
6. The landlord is obliged to keep the particulars in the rent book up to date. Where the rent or any other amount due to the landlord under the tenancy is handed in person by the tenant, or by any person acting for the tenant, to the landlord, the landlord must, on receipt, record the payment in the rent book or acknowledge it by way of receipt. Payments not handed over directly, for example those made by bankers order or direct debit, must, not more than 3 months after receipt, either be recorded by the landlord in the rent book or acknowledged by way of statement by the landlord to the tenant.
7. The tenant is obliged to make the rent book available to the landlord to enable the landlord to keep the particulars in it up to date
8. The landlord of a rented house is obliged to ensure that the house complies with the minimum standards of accommodation laid down in the Housing (Standards for Rented Houses) Regulations 2008 (S.I. No. 534 of 2008). The Regulations do not apply to houses let for the purpose of a holiday, housing authority demountable houses and communal type accommodation provided by the Health Service Executive and certain approved non-profit or voluntary bodies. With the exception of Article 8 - Food preparation, Storage and laundry - the Regulations also apply to houses let by housing authorities. The standards relate to structural condition, the provision of sanitary,

heating and refuse facilities, food preparation, storage and laundry, availability of adequate lighting and ventilation, fire safety and the safety of electricity and gas installations.

9. The duties of a landlord referred to in paragraphs 5 to 8 above may be carried out on the landlord's behalf by a duly appointed agent. Any reference in this statement to 'house' includes a flat or maisonette.
10. Copies of the Housing (Rent Books) Regulations 1993, the Housing (Standards for Rented Houses) Regulations 2008 and the Housing (Standards for Rented Houses) (Amendment) Regulations 2009 may be purchased from the Government Publications Sale Office.
11. Responsibility for the enforcement of the law relating to rent books and standards rests with the housing authority for the area in which the house is located. The name, address and telephone number of the relevant housing authority are as follows:

Local Housing Authority

Name :	<input type="text"/>
Address :	<input type="text"/>
Telephone :	<input type="text"/>

DATE DUE	AMOUNT DUE	AMOUNT PAID	DATE OF PAYMENT	SIGNED	ARREARS
/ /	€		/ /		€
/ /	€		/ /		€
/ /	€		/ /		€
/ /	€		/ /		€
/ /	€		/ /		€
/ /	€		/ /		€
/ /	€		/ /		€
/ /	€		/ /		€
/ /	€		/ /		€
/ /	€		/ /		€

DISCLAIMER

The information contained in this publication is a general guide to selected laws that are relevant to tenants, and is not provided as a definitive interpretation of the law. You are advised to view the full legal text of the appropriate acts or regulations (from www.irishstatutebook.ie or www.prtb.ie) before taking any legal action.

USI accepts no responsibility for reliance on any statement, or for inferences made by or on behalf of any person.

Denise McCarthy
USI Welfare Officer

Union of Students in Ireland,
First Floor,
3/4 St Agnes Road,
Crumlin,
Dublin 12.

T: 01 7099300

M: 087 2991265

F: 01 7099302

E-mail: denise.mccarthy@usi.ie

Website: www.usi.ie



Bord Um Thionóntachtaí Cónaithe Príobháideacha
Private Residential Tenancies Board

PO Box 11884, Dublin 2

Tel: (01) 635 0600, Fax: (01) 635 0601

Website: www.prtb.ie

Please see the website for a full list of contact email addresses.

Please note that the PRTB now offers Online Dispute Application to Tenants/Students.

Log on to www.prtb.ie to create an account online.

A user account will allow you to:

- Lodge a dispute application
- View your own dispute online
- Request access to an existing dispute
- Lodge an appeal

The PRTB was established as a statutory body on 1 September 2004. It is responsible for the operation of a national dispute resolution service for landlords and tenants in the private rented residential sector and replace the Courts in this regard. It provides mediation, adjudication and tribunal services. It also operates a national tenancies registration system, undertakes research, monitors trends and developments and provides policy advice to government.

If you are a tenant who lives in Private Rental Accommodation then you may avail of the Dispute Resolution Service of the PRTB.

If a problem does arise, try to first settle your differences directly with the landlord. If you feel that your rights have been infringed get advice from the Citizens Information centre or Threshold National Housing Organisation. Threshold (www.threshold.ie) provides a free advocacy service for tenants.

However if you are unable to resolve your disputes, then you may have to take your case to the PRTB. There are limits to the letting situations where the PRTB may become involved. Please see the PRTB's website for more information.

Please note that in order to provide a fair and neutral service to both parties, the PRTB cannot provide legal advice or specific guidance to either party in relation to their dispute.