

ACCOMMODATION

Information and Advice Booklet



INSTITUTE OF TECHNOLOGY TRALEE
STUDENTS' UNION

for providers of

STUDENT ACCOMMODATION

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1. Information and Advice on Accommodation

Note 1 - Any material contained in this publication is by way of information/advice to students/householders and does not constitute a contract between the IT Tralee Students' Union, a student, householder or other third party.

Note 2 - The Student Accommodation Register is made available to potential landlords for a modest administration charge by Tralee Institute of Technology Students' Union ("the Union"). Prospective landlords should only advertise availability of accommodation that is of an appropriate standard. Potential landlords are permitted to advertise on the Student Accommodation Register solely at the discretion of the Union which reserves the right to decline to post advertisements from landlords or to remove advertisements from landlords (with a refund if the advertisement has been posted for less than fourteen days) and shall not be obliged to provide any notice of or explanation for such actions. The Union operates the Student Accommodation Register for the benefit of members of the Union and has no obligation to facilitate any potential landlords

Students and householders should inform themselves of the legal and statutory requirements relating to rental of accommodation, including:

- Residential Tenancies Act 2004 (See Page 6)
- Housing (Rent Books) Regulations 1993
- Housing (Standards for Rented Houses) Regulations 1993
- Charter for Rented Housing—Dept. of Environment, available from the Local Authorities

Local Authorities and Threshold will be pleased to assist with enquiries.

Special Accommodation Requirements

A growing number of students with disability are now registering each year. The Students' Union is particularly interested in hearing from landlords who have accommodation that is adapted for people with disabilities.

Does the SU guarantee full occupancy for my accommodation?

General hints for Accommodation Providers.

In short the answer is no. While the Students Union maintains a register of suitable accommodation and facilitates, initial contact and continuing good relations between students and accommodation providers, it does not itself enter into contract or act as an agent for either tenant or landlord. If your registration is accepted, it is only on the basis of registration for one academic year set out above. The Students' Union acceptance of properties previously registered is subject to student recommendation. You can however greatly improve your chances of securing full occupancy by taking note of the following points:

The peak period for new student accommodation enquiries is from August 20 to September 10. The peak period for existing students is in April and May before end of year exams.

- *Students generally travel to Tralee by public transport; usually arriving at 10.00 a.m. and departing at 5.30 p.m. (Mon.-Fri.)*
- *Householders whose accommodation is not available for inspection between those hours usually have to wait much longer to achieve full occupancy.*
- *During the peak period, the Students' Union Accommodation office tries to update our list every two days. It is important when filling in the application form that you give a phone number where the Accommodation Office can contact you at any time during this peak period.*
- *Should you be unavailable throughout the day it is in your best interest to appoint somebody who will show your accommodation to prospective tenants.*

NB: The following also is required as part of the registration process:

- A: Written statement of commitment to provide good accommodation
- B: Copy of written Dispute Procedure

Does the Students' Union (SU) recommend to students where they should stay?

- *The SU does not place tenants. The choice or type of accommodation is entirely up to the student. Through the Accommodation List we merely put students in contact with accommodation providers.*
- *It is most helpful if landlords keep in regular contact with the Accommodation Office during peak time. Phone us regularly (every three days) at 066-7144138 and keep us updated when you have vacancies.*
- *During the peak period, if after a long search, a student and/or a parent has been unsuccessful in finding accommodation then this office will direct them to landlords who have informed us of vacancies.*

What is a booking deposit?

- When a student expresses a desire to rent a particular accommodation, the landlord may decide to charge a booking deposit.
- Both student and landlord agree on a particular date when the booking will be confirmed.
- Should the student cancel the booking prior to the agreed date, their booking deposit will be returned to them. However, if the student does not contact the landlord on the agreed date, the landlord may retain the booking deposit and seek alternative tenants for the accommodation.
- Booking deposits are normally set at €60.
- Again a written agreement on this issue offers the best clarity in this situation.

Deposits

- A deposit is paid to the householder when an agreement has been reached between the householder and tenant regarding the taking of a house, flat, etc; and the key is handed over.
- This deposit is usually equivalent to two or four weeks rent. It is important that the tenant realises that this deposit will not cover rent when he/she has given notice to the householder that he/she will be leaving the house, flat, etc.
- The householder refunds the deposit when:
 - the proper notice has been given (four weeks or as outlined in the written tenancy agreement)
 - The keys have been returned.
 - when the letting agreement/licence to reside is for a fixed-term and that term has expired
 - The property has been checked by the householder regarding cleanliness and damages (should the property need to be cleaned and/or repairs need to be made, beyond those caused by normal 'wear and tear' the costs are deducted from the deposit.
 - When proof has been submitted to the householder that all bills have been paid.

What must I do when my accommodation is full?

- It is in your best interests and you are obliged to notify the SU Accommodation Office as soon as you achieve full occupancy. Where a person owns a number of properties, this obligation is applied separately.
- Failure to attend to this matter in former years has caused considerable distress, particularly to first year students. These students travel long distances (usually accompanied by a parent) and have only a short number of hours to secure accommodation. Many have wasted valuable time contacting accommodation which is already full, thus necessitating further visits to the town, and a subsequent financial loss to their parents.

Am I obliged to provide a Rent Book?

"Every tenant paying rent for a house, which includes an apartment, flat and maisonette, etc, is legally entitled to have a Rent Book supplied by the landlord" (Charter for Rented Housing, Department of Environment and Local Government). The rent book should show:

- a The address of the house.
- b Name and address of the landlord or agent
- c Tenants name
- d The length of tenancy
- e The amount of rent and when and how it is to be paid
- f It should also include the particulars of any payment, other than rent to be made by the tenant to the landlord.
- g A statement of information about the tenant's rights and obligations.
- h A list of furnishing and electrical appliances supplied by the landlord for use only by tenant.

Am I obliged to register my accommodations?

- Tenancies falling within the scope of the Residential Tenancies Act 2004 must be registered with the Private Residential Tenancies Board.
- The landlord must apply to the local authority and register the tenancy within one month of letting.

No housing law exists for tenants or landlords in digs. Therefore it would be useful for both parties to have a short written agreement outlining their rights and obligations. We have found that verbal agreements are difficult to prove and that people are more likely to follow through on written agreements.

LODGINGS/DIGS

Discuss, Discuss, Discuss

It has been found that the best relationships exist in those houses where all the necessary details have been discussed in an open and cordial spirit and agreed in advance. Questions requiring prior agreement include arrangements about deposits, notice, keys, use of house during the day, laundry arrangements, noise, use of telephone, visitors, meal times, baths/showers, occasional absences, holiday arrangements, mutual rights to privacy and any other concern the student or the householder may have (many of these points are discussed in more detail in the following pages).

Friendly relationships and mutual respect between tenants and providers of accommodation form the basis for good accommodation arrangements.

The SU Office provides a list of lodgings. Once a student has decided on his/her accommodation, the householder should also be confident that the student would fit into his/her home before taking a booking. **If a student cannot make up his/her mind, a time limit should be set for holding the vacancy.**

Options for Householders:

The type of lodgings provided by householders:

- partial board lodgings for either five days or seven days
- five days with occasional weekends. (*Most popular option*)

Occasional weekends:

The meaning of 'occasional weekends' can vary from one/two weekends a term to one/two weekends a month, so it is necessary that this be clarified before any commitments are made.

Basic Requirements:

Ensure that there are adequate study facilities.....

- Table, chair, good lighting.
- There must be a separate bed provided for each student
- Adequate storage space for books and belongings

Meals

Breakfast, a substantial evening meal (dinner) and a snack at night are all provided (mid-day lunch may be had in the Institute Monday – Friday).

Weekends:

In the case of weekends an arrangement is reached between the student(s) and householder regarding the extra meal i.e. lunch at mid-day or evening tea where dinner is served at mid-day. Where a student stays during weekends, the householder is entitled to charge for any extra food or heating involved (this is indicated on the householder's application form and indicated in the Accommodation List).

Absence from Lodgings

It is normal courtesy that a student informs the householder if staying away for a night. Reductions are not made for occasional absences from lodgings unless by prior arrangement with the householder nor are reductions made for absences from meals. Reductions are made for official days off i.e. Bank Holidays, Holy Days of Obligation, Graduation Day and absence due to illness.

Deposits and Payments

Booking Deposit:

- Guidelines are given earlier in this booklet.

Full Deposit:

- To confirm the reservation of a place full deposit should be given to the householder.
- The householder holds this deposit and refunds it only at the end of the academic year or in the case of a change of accommodation being made, on the giving of four weeks' notice. However, the deposit is NOT refundable if withdrawals are made before the end of October unless the vacancy has been filled immediately.
- The deposit is firstly used to cover damages, if any. Alternative arrangements to those stated in this paragraph, in relation to the deposit should be made clear before a booking is taken.

Charges:

- The Students' Union does not control charges made by householders for lodgings. These vary according to the value that the householder places upon the accommodation and services provided. Providers of accommodation must state **ALL** charges on the accommodation form.
- Payments must be paid in advance, i.e. the beginning of each week. Students can be required to make good any damage to the property of the householder not caused by fair wear and tear. In cases of dispute, the SU Office may be able to help, but it must be stressed again that the (Students' Union) does not itself enter into accommodation agreements.

Know Your Tenant

- A householder should always obtain the full name, course, year (i.e. first, second, third or fourth year student) and home address of his/her student tenant(s). A student's home address is not available from the Institute or the Students' Union and, therefore, it should be obtained on the payment of the deposit.

Christmas and Spring Vacations

- It is a matter of courtesy that the student informs the householder in good time of the dates of departure and return at holiday periods. Some householders charge retainer fees during the Christmas and Spring vacations – where charged these fees are fully refundable on the return of the student(s).

Absence from Lodgings

It is normal courtesy that a student informs the householder if staying away for a night. Reductions are not made for occasional absences from lodgings unless by prior arrangement with the householder nor are reductions made for absences from meals. Reductions are made for official days off i.e. Bank Holidays, Holy Days of Obligation, Graduation Day and absence due to illness.

Electrical Appliances

Permission must be sought from the householder before bringing in any appliance that uses household electricity. It must be remembered that excessive noise from radios, T.V., etc can prove annoying to the householder, his/her family and student alike.

Laundry

Personal laundry is not always included in the cost of lodgings. However, where a student does not go home at weekends and where the householder does not undertake to do a student's personal laundry, the facility for the student to do his/her own personal laundry must be provided. The householder is responsible for the washing of linen provided by him/her. Bed linen should be changed at least every two weeks.

Complaints

Students or householders who feel that they have cause to complain are advised to discuss these matters frankly with each other-earlier rather than later. Tolerance and a willingness to co-operate is needed on both sides; often the student has never been away from home before in the capacity of lodger and equally the householder may not have realised all that is involved in housing a student. It may take time to work out what each expects of the other.

Health

During minor illness, householders should always do their best to look after their student lodgers. It is advisable that the householder knows the name of the Doctor with whom the student is registered.

- It is important that the Student Health Centre be informed of all accidents and/or emergencies. Any medical expenses accruing from medical care are the responsibility of the student. ***If householders need any advice in the case of the student becoming ill, they should contact the Nurse in the Student Health Centre or the Student Services Office (066-7191679/066-7191722).***
- ***Where a student has experienced a family bereavement, the householder should contact the Institute Chaplain (066-7191674) or Counsellor (066) 7191690.***

Facilities

Study:

The householder must provide each student lodger with adequate study facilities – table, chair, good lighting and adequate heating.

Rooms:

He/she must provide a separate bed for each student (bunk beds are not recommended); limit the number of students permitted to share a bedroom to two persons; adequate wardrobe space for each student and storage/shelf space for books. Hot water for a bath or shower should be provided at some time each day.

Atmosphere:

The atmosphere in the house should be suitable for study (students do not have to return to the Institute at night to study, and they may wish to return to their room(s) during the day if not attending lectures). The privacy of both the householder and student should be respected at all times.

Special needs

Some students may have special needs, and these should be discussed with the householder before any booking is made. Catering for these needs may involve extra cost and this should be agreed between the householder and student in advance.

Meals

The householder provides breakfast, evening dinner and a light supper.

- There may be times when a student cannot be on time for the evening meal (e.g. evening lecture, tutorial, society meeting etc.) In such cases the student should notify the householder and arrangements may be made to keep the meal hot.
- Where students have a late morning start, arrangements regarding breakfast should be worked out with the householder.

Suggested meals:

The following examples are given merely as suggestions.

Breakfast

- Cereal
- Boiled, poached or scrambled eggs (or equivalent)
- Toast, brown or white bread with marmalade/jam
- Tea or Coffee

Evening Meal

- Substantial main course e.g. Meat/Fish, Vegetables and Potato Soup and/or Dessert, Tea/Coffee

Light Supper

- Tea/Coffee/Milk Biscuits, Scones or Sandwiches

OWNER-OCCUPIED

In the case of owner-occupied accommodation, the student tenant caters for him/herself and has use of the householder's facilities. The extent of this use must be agreed between the householder and the student tenant(s), as must other details relating to the household; e.g. arrangements regarding visitors, noise, use of telephone, the bringing in of appliances which use household electricity, heating (if extra heating is required some arrangements should be reached regarding the payment of same, between the householder and the tenant), cleaning, privacy, etc.

Deposit/Rental Payments

Once an agreement has been reached a deposit should be paid (the same conditions as above (see previous page) apply here). The rental payment includes the cost of light, heating and hot water. The rental must be paid during the entire rental period, including holiday periods (a small reduction is made for holiday periods with respect to light, heating etc).

SELF-CATERING ACCOMMODATION

All providers of Self-catering Accommodation should familiarise themselves with the requirements of the **Residential Tenancies Act 2004** – a summary of which is provided below and is available at http://www.meath.ie/Residential_Tenancies_Act_2004.pdf

Extract “Landlord and Tenant Reforms become Law”

"This far-reaching reform of residential landlord and tenant law opens up a whole new future for the private rented sector". That is how housing Minister Noel Ahern summed up the enactment of the Residential Tenancies Act 2004 which has been signed into law by the President.

Describing it as a "Consumers' Act", Minister Ahern said "The place where you live should have a genuine sense of home, regardless of whether it is rented or purchased. This new Act brings protection for tenants, which was long overdue, particularly in terms of security of tenure and gives both landlords and tenants an effective means of resolving disputes."

The Act spells out minimum obligations that will apply to landlords and tenants, even where there is no lease. It provides greater security of tenure. In future, if a tenant has been in occupation for 6 months, the landlord will only be able to terminate the tenancy in the following 3½ years, where one of 6 grounds specified in the Act apply. After that, a new 4-year tenancy cycle will commence. Tenants will be entitled to longer notice periods linked to the length of their tenancy. Landlords will not be entitled to seek a rent greater than the market rate and rent reviews (whether up or down) may not occur more than once a year unless warranted by substantial change in the accommodation. The Act contains a number of provisions to prevent avoidance or abuse of powers.

Summary of main provisions of new law for landlords and tenants

Scope

The Act applies to the mainstream private rented sector so it does not apply to owner-occupied or social housing, the formerly rent-controlled sector, long occupation equity tenancies, business or holiday lettings. **The security of tenure provisions do not apply to employment-related and 'section 50' student accommodation.**

Tenancy Obligations

Landlords must;

- allow the tenant to enjoy peaceful and exclusive occupation,
- carry out repairs,
- insure the dwelling,
- provide a point of contact,
- refund deposits unless rent is owing or there is damage beyond normal wear and tear
- reimburse tenants for expenditure on repairs that were appropriate to the landlord
- enforce tenant obligations
- not penalise tenants for making complaints or taking action to enforce their rights.
-

Tenants must;

- pay the rent and any other specified charges,
- avoid causing or make good any damage beyond normal wear and tear,
- notify the landlord of any repair requirements,
- allow access for repairs to be carried out and by appointment for routine inspections,
- keep the landlord informed of the identity of the occupants
- not engage in or allow anti-social behaviour
- not act in a way that would invalidate the landlord's insurance,
- not cause the landlord to be in breach of statutory obligations,
- not alter, improve, assign, sub-let or change the use of the dwelling without written consent.

Rents

Rent may not be greater than the open market rate and may be reviewed (upward or downward) only once a year unless there has been a substantial change in the nature of the accommodation that would warrant a review. Tenants are to be given 28 days notice of new rents.

Security of Tenure

Security of tenure is based on 4-year cycles from the date Part 4 comes into force. Once a tenancy has lasted 6 months, the landlord will be able to terminate during the following

3½ years only if any of the following apply;

- the tenant does not comply with the obligations of the tenancy,
- the dwelling is no longer suited to the tenant's needs (e.g. overcrowded)
- the landlord intends to sell the dwelling in the next 3 months,
- the landlord requires the dwelling for own or family member occupation,
- the landlord intends to substantially refurbish the dwelling
- the landlord intends to change the business use of the dwelling.

The 3½ year security of tenure means that tenants may opt to continue in occupation after a fixed term tenancy that has lasted 6 months or more expires, but they must notify the landlord of an intention to remain.

Tenancy Terminations

Tenancies will be terminated by means of a notice of termination, regardless of why the termination is happening – if the termination is by the landlord and the tenancy has lasted more than 6 months, one of the 6 reasons above must be cited. Tenants do not need to give a reason for terminating.

The notice period to be given depends on the length of the tenancy as follows:

Duration of Tenancy	Notice by Landlord	Notice by Tenant
Less than 6 months	28 days	28 days
6 or more months but less than 1 year	35 days	35 days
1 year or more but less than 2 years	42 days	42 days
2 years or more but less than 3 years	56 days	56 days
3 years or more but less than 4 years	84 days	56 days
4 or more years	112 days	56 days

Shorter notice periods apply where termination is for non-compliance with tenancy obligations and the parties may also agree a shorter notice period at the time of termination. Longer notices may be given, but not more than 70 days where the tenancy has lasted less than 6 months.

Dispute Resolution

Disputes arising between landlords and tenants are to be referred to the Private Residential Tenancies Board instead of the courts. Examples of disputes that will be dealt with by the Board include; deposits refunds, breaches of tenancy obligations, lease terms, termination of tenancies, market rent, rent arrears, complaints by neighbours regarding tenant behaviour, etc.

The Board will have power to apply to the courts for injunctive type relief in the case of very serious emergency cases coming before it, e.g. illegal evictions, threat to life, etc. The Board may award damages of up to €20,000 and arrears of rent of up to €20,000 or twice the annual rent, whichever is greater (but a maximum of €60,000 applies to rent arrears awards).

The dispute resolution process consists of two stages; stage 1 is either mediation or adjudication and is confidential, and stage 2 is a public hearing by a 3 person Tenancy Tribunal. A mediated agreement or the decision of an adjudicator or of a Tribunal will result in a determination order of the Board. A Tribunal decision may be appealed to the High Court on a point of law only.

The enforcement of determination orders of the Board that are not complied with will be through the Circuit Court.

Registration of Tenancies

Landlords will have to register details of all their tenancies with the Private Residential Tenancies Board but will no longer have to register with local authorities.

The registration fee is €70 per unit and a composite fee of €300 is available where a number of units in the one property are being registered at the same time. Time limits will apply and a double fee applies for late registrations. The fees will keep pace with inflation.

Private Residential Tenancies Board

The interim Private Residential Tenancies Board will be replaced by a statutory body.

As well as its dispute resolution and tenancy registration functions, the Board will review the operation of the legislation and provide policy advice, research and information on the sector.

Amending Provisions

There are some miscellaneous and consequential amending provisions to Housing and Landlord and Tenant Acts, including one abolishing, 5 years after the commencement of Part 4, the entitlement to apply, for the first time, for a long occupation equity lease under the 1980 Landlord and Tenant Act and allowing a renunciation option during those 5 years.

There is also a substantial strengthening of local authority powers under the 1997 Housing Act to deal with anti-social behaviour in their estates.

The term self-catering includes self-contained (i.e. not owner occupied) houses, flats and bed-sits and owner occupied houses with shared facilities. The SU is notified of the availability of self-catering accommodation by householders and estate agents and this information is available from the SU. The local newspapers also have accommodation sections in their classified advertisements.

HOUSES, FLATS AND BEDSITS

All students obtaining self-contained accommodation must enter into a normal contractual agreement with the householder. It is in the interest of both parties that this agreement be in writing, and that a Rent Book is used, unless payments are made directly to a bank account. A thorough examination of the property should be made before any agreement is signed, and an inventory should be completed and signed by both parties. Particular difficulties, or scheduled repairs should be noted on the inventory. Students are advised to go through the following check-list suitable accommodation:

- Walls/Ceilings** *Particularly look out for dampness*
- Lights/Plug sockets** *Sufficient and in good repair*
- Study facilities** *You need a table/chair for each student*
- Heating Provision** *Ensure that heating is working*
- Cooking Utensils** *Crockery and Cutlery etc.*
- Cleaning Utensils** *Especially for toilets and bathroom.*
- Meters** *Method of payment for Gas/Electricity/Oil*
- Telephone** *Method of payment (Check for outstanding bills)*
- Fire Escape/Fire Regulations**
- Other Tenants**

Useful Hints and Information

Where an agreement is drawn up and signed, the rights and obligations of all parties will be clear. What follows is a very general guide to the rights and obligations which exist for tenants in furnished, private, rented accommodation, who do not have a written tenancy agreement or lease. Although no written agreement may exist, what is said when the tenant agrees to take the property can be binding. The following are the conditions that exist unless anything has been said to the contrary at the time of the letting:

Rent

The householder is now obliged by law to supply a rent book or to sign one provided by the tenant, so one should be kept and both the payments and the dates noted. (Rent must be paid for periods in which the property is unoccupied). Rent is exclusive of charges for light, heating, etc. When rent is paid directly into a landlord's bank account and the payment is not made in person, the landlord must, within three months, either record and sign for the payment in the rent book or give the tenants a written statement of the payment.

Guidelines for a Rent Book are outlined earlier in this publication.

Notice to Quit

The notice period to be given depends on the length of the tenancy as follows - taken from "Residential Tenancies Act 2004" available at (http://www.meath.ie/Residential_Tenancies_Act_2004.pdf):

Duration of Tenancy	Notice by Landlord	Notice by Tenant
Less than 6 months	28 days	28 days
6 or more months but less than 1 year	35 days	35 days
1 year or more but less than 2 years	42 days	42 days
2 years or more but less than 3 years	56 days	56 days
3 years or more but less than 4 years	84 days	56 days
4 or more years	112 days	56 days

- If the landlord and tenant have a fixed term contract (e.g. for a year) and the tenant wishes to leave before the agreed tenancy end date, then the tenant risks losing the deposit for leaving early. The landlord could take civil action against the tenant and sue the tenant for the rent up until the end of the fixed term.
- If the tenant is not in a position to leave by the tenancy end date, the landlord should apply to the courts for an eviction order. When a tenant stays on without the landlord's permission, this is called 'overholding'. Tenants should be warned that if they decide to overhold, they risk being illegally evicted.
- The householder cannot remove a tenant's belongings and lock him/her out – this is illegal eviction. Immediate advice should be sought if this happens.

- Remember after notice to quit, the tenant must offer the rent as usual. If he/she refuses, the rent should be kept in a separate account as the householder will eventually succeed in getting the tenant out and will be entitled to the money.
- If a landlord accepts rent after the notice period has expired, and does not mark the receipt 'mesne rates', a new contract will have been created. Mesne rates is the term given to the compensation for trespass when the trespasser is a former tenant who is overholding on the premises. The amount is usually equal to the rent payable before the service of the notice to quit.

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 the accommodation without permission.

- It is best if tenants and landlord agree on a specific day and time for visits
- It may be in the long-term interest of landlords and tenants to arrange a full inspection of the property on a monthly basis. Such an inspection will prevent the build up of excessive damage.
- Very often the householder will reserve the right to enter the property to collect rent.

Guests

Unless it is part of the agreement that the tenant cannot have guests, the tenant is entitled to have friends stay. Where this becomes a more permanent stay, further advice should be sought, as the tenant may be sub-letting.

Parties

Tenants living in houses, flats, etc. do not have the right to entertain without restraint either as to hours or noise.

- Complaints can lead to the termination of a tenancy.
- Regulations regarding entertaining should be worked out at the beginning of a tenancy. However, it is advisable that parties are not allowed.

Repairs

The householder is obliged to keep the property up to minimum standards.

- Where the tenant feels the minimum standards are not being maintained he/she may inform the Sanitary Services Department of the Local Authority.
- In the case of minor repairs the tenant is not entitled to withhold rent.
- In the case where the tenant wishes to carry out internal decorations/repairs these can only be carried out with the permission of the householder. In such cases the tenant may be entitled to seek compensation for the cost of any authorised repairs. Students should discuss this with the householder before moving in.

Heating/Power Supply

- The householder has no right to disconnect any of the main services for whatever reason.
- There is a standard rate at which meters should be set. If in doubt, contact the Meters Division of the relevant authority (e.g. E.S.B., Gas Company).

Insurance

The tenant should be made aware that the householder's insurance policy does not normally cover personal belongings. Information on insurance is available from the Students Union. Some insurance policies allow students to avail of contents insurance under their parents policy.

Deposit Refund

This should be discussed before the tenant moves in. A deposit is paid to the householder when an agreement has been reached between the householder and tenant regarding the taking of a house, flat, etc. This deposit is usually equivalent to two or four weeks rent. It is important that the tenant is informed that this deposit will not cover rent when he/she has given notice to the householder that he/she will be leaving the house, flat, etc.

The householder refunds the deposit when:

- the proper notice has been given (as agreed at the beginning of the tenancy/within the Residential Tenancies Act 2004);
- the keys have been returned;
- the property has been checked by the householder regarding cleanliness and damages (should the property need to be cleaned and/or repairs need to be made, **beyond those caused by normal 'wear and tear'** the costs(s) are deducted from the deposit;
- when proof has been submitted to the householder that all bills have been paid.

Should a deduction have to be made from the deposit by the householder receipts for the cost of cleaning and/or repairs, etc. must be submitted to the tenant.

Deposits Withheld

Deposits can be withheld if:

- There are rent arrears or unpaid utility bills
- Insufficient notice to quit was given by the tenant before the end of the lease or tenancy agreement
- The property has been damaged above and beyond normal wear and tear
- If a landlord wishes to make deductions from the deposit for cleaning/repairs etc., the tenant is entitled to see copies of all receipts.

Deposit/Inventory

The householder is entitled to withhold all or part of a tenant's deposit for damage, which is above the normal wear and tear. **It is to the tenant's advantage that a detailed inventory is made at the beginning of the tenancy of the contents of the house and their state of repair.**

CONCLUSION

Householders, you may find that your student tenants have not previously looked after themselves and may need a little time to organise themselves. They will regard the flat, etc. as their home, and if given a good standard, most will take pride in maintaining that standard. You can help by providing basic cleaning equipment.

Where can I get advice?

Whether the agreement is verbal or written, it is important that the tenant understands exactly what is being said at the time of the letting. In particular, the tenant should be aware of what is included in the rent (e.g. heating, telephone, piped television, etc.). The tenant should be aware also of the various conditions laid down which can cover many things (e.g. having parties, putting posters on the walls, etc.). Once the tenant agrees to take the house or flat under these conditions, the conditions are binding.

It is advisable to seek advice if dispute arises, whether there is a written agreement or not; e.g. call to the Accommodation Office, or the Student Union.

For more detailed information contact:

Threshold - an Information and Advice Centre for Flat Dwellers and Landlords,

Cork: 22 South Mall, Cork Tel. (021) 4278848

Dublin: 19 Mary's Abbey, Dublin 7 Tel. (01) 8726311

Kerry: 11 Edward Street, Tralee Tel. (066) 7102685

Email: info@threshold.ie

www: www.threshold.ie

PRTB – Private Residential Tenancies Board: 01-8882960

Email: Tenancies_Board@environ.ie

This booklet is published by the Students' Union Office of I.T. Tralee and is provided free of charge to all registered students and providers of student accommodation. For more information contact:

Students' Union Office,
Institute of Technology, Tralee,
Clash,
Tralee,
Co. Kerry.

Phone: 066 714 4138

Other Useful Numbers

- | | |
|--|--------------------|
| ○ I.T. Tralee Students' Union | 066-7144138 |
| ○ I.T. Tralee (Main Switch) | 066-7145600 |
| ○ Academic Affairs and Students Services Manager | Extn 5618 |
| ○ Student Services Officer | Extn. 5665 |
| ○ Admissions Officer | Extn 5635 |
| ○ Chaplaincy - Fr Kevin Sullivan | Extn. 1674 |
| ▪ (After 5.00 p.m.) | 086 8658736 |
| ○ Nurse | Extn. 1679 |
| ○ Gardaí | 066- 7102300 |
| ○ Ambulance/Hospital | 066-7121866 |
| ○ Access Officer | 066-7191682 |
| ○ Counsellor | 066-7191690 |