

## Owner-Occupied Landlord Guidelines

Offering accommodation to students as a homeowner is a great way to help a student who might be struggling to find accommodation and to earn tax-free income. The rent-a-room relief allows you to earn up to €14,000 per year tax-free if you rent out a room/s in your home to students. For more information, please visit: [Rent-a-Room Relief \(revenue.ie\)](https://www.revenue.ie/en/rent-a-room-relief)

**To ensure that both you and the student get the most out of the experience, it is recommended to agree the following in advance:**

- How long is the accommodation agreement going to last?
- How much of a deposit is required (one month's deposit should be sufficient)
- How much notice is required from each side to end the arrangement?
- How much rent will the student pay and how often (weekly, monthly)?
- Will this rent be paid in cash, by cheque, electronic standing order etc.? How much notice will be provided in the event of a rent review?
- How are utility bills (such as electricity, gas, phone, broadband, TV, waste charges) to be divided between you and the student? For owner-occupied accommodation, it is recommended to set the price including all bills.
- Will the accommodation be including or excluding meals? If excluding, the student should have access to cooking facilities.
- Can the student have visitors to stay overnight?
- Are there any restrictions regarding noise levels?
- Will the student be permitted to stay at weekends or is the letting for 5 days only (7 day letting is recommended)?

Additionally, it would be helpful (but not completely necessary) for students to have the following facilities in the home:

- Internet/WIFI
- A study desk or a separate study area

We strongly encourage homeowners to meet the following minimum requirements when renting to students:

<https://www.rtb.ie/beginning-a-tenancy/minimum-standards-regulations-and-fire-safety>

Should you decide to have a written agreement for your room rental, please see sample Agreement of Living Arrangements below.

PLEASE NOTE that UCC reserves the right to remove any advertisement at its sole discretion and without notice in the event that it becomes of any breach of the afore-mentioned guidelines.

00 353 21 4903091| 00353 21 4903849

StudentPad | [studentpad@ucc.ie](mailto:studentpad@ucc.ie)

# AGREEMENT OF LIVING ARRANGEMENTS

[ADDRESS OF PROPERTY]

The following terms of this agreement dated: \_\_\_\_\_ is agreed to by:

## The Home-owner:

Name: [FULL NAME OF HOME-OWNER]

Address: [ADDRESS OF PROPERTY]

And

## The Student:

Name: [FULL NAME OF STUDENT]

## DURATION OF AGREEMENT

The duration of the residency under this agreement is \_\_\_\_\_ from the agreed date of move-in.

Start Date: [ENTER START DATE]

End Date: [ENTER END DATE]

Rent: €[AMOUNT] per calendar month/week payable on [DATE] of each month

Security Deposit: €[AMOUNT]

Payment Method: [ENTER PAYMENT AMOUNT]

## SECURITY DEPOSIT

A [AMOUNT] security deposit is required to secure the room and will be returned at the end of the agreement except in circumstances where it is necessary to deduct from the deposits the cost of repair for damage to the property or contents that is over and above normal 'wear and tear' or (where applicable) to pay any rates or charges relating to the property such as any utility bills and or reconnection charges relating to the supply of gas, electricity, cable television or telephone that they may incur during the duration of the lease. Any dispute arising from any deduction can be settled by mutual agreement between the parties, through an agreed unbiased arbitrator or through the small claims court in Ireland.

## PAYMENT OF RENT

Rent will be due on the **[DATE]** of each calendar month for that month (or the following working day in the case of a weekend or bank holiday). Should the tenancy start or end before or after the 1st of the calendar month the outstanding balance shall be calculated on a daily rate using a 30-day average basis.

Payment may be made by bank transfer or by direct debit. Failure to make payment will result in notification by email from which point the student will have a period of 7 days to lodge payment. Non-payment after this point will result in a termination of the tenancy.

## ROOM TYPE:

Single

Double

Twin

For Twin room, is the room shared: Y/N

If shared, with how many other students:

## COST OF UTILITIES

Are utilities included? Yes/No

If yes, which facilities?

Heat

Electricity

WiFi/Internet

All Bills

All students are encouraged to be environmentally conscious in their use of energy.

## REVIEW OF AGREEMENT

A review of this Agreement will occur at the end of the term of the agreement. At this point the cost of the rent and the terms of the agreement will also be reviewed and may be changed.

## VISITOR POLICY

The student may have visitors to the house and is asked to notify all other students where possible via text message. Each student may have one single visitor stay overnight in any 7-day period. Any student wishing to have a visitor stay overnight for more than one night in a 7-day period must get prior consent from all other students. Any visitors must abide by the rules of the house outlined in this agreement.

## CLEANING POLICY

The student is solely responsible for the upkeep and tidiness of their own room. All residents in the house are jointly responsible for ensuring all shared areas are kept to a reasonable standard of cleanliness and hygiene. After using a shared area, each student should leave the area clean and tidy. Each resident will be responsible for ensuring the same standard from any guests that may be staying as per the visitor policy outlined above.

## SMOKING POLICY

The household is **strictly non-smoking**. Students and their guests are required to smoke no less than two meters outside the building. Smoking out of a window or beside an open door is not permitted. Students must ensure that smoke butts are fully extinguished and disposed of directly into the black wheelie bin and not left on the grounds or in the gardens. Failing to adhere to these guidelines will be considered a breach of contract.

## MEAL ARRANGEMENT:

The rent will include the following:

- |                        |                          |
|------------------------|--------------------------|
| Breakfast              | <input type="checkbox"/> |
| Lunch                  | <input type="checkbox"/> |
| Dinner                 | <input type="checkbox"/> |
| No Meals/Self catering | <input type="checkbox"/> |

If self-catering contract, light cooking to be carried out by the student within the hours of **[enter agreed hours]**.

## HOMEOWNER & STUDENT OBLIGATIONS:

### STUDENT OBLIGATIONS

- The student pays the security deposit as specified in the agreement above. The balance of the security deposit is only payable after termination of the agreement and upon inspection of the property.
- The student agrees to pay the rent at the time and in the specified manner.
- The student agrees to care for the property, furniture, fixtures and fittings.
- The student agrees to control and minimise any noise in the house (including TV, radio and such instruments) after 10.00pm.
- The student is responsible for providing insurance of their own personal contents. Personal belongings
- The student will ensure that the windows and doors are properly secured and that the house alarm is activated on each occasion before leaving the property (failure to do so will invalidate any content insurance claims should a security breach occur)
- The student agrees not to sublet any part of the property or receive any paying guests.

- The student agrees not to use the property for the purposes of business and to use the property as a residence only.
- The student agrees to report in writing any defects in the property to the homeowner in a prompt manner.
- The student agrees to leave all the contents of the property in the same places that they were at the beginning of the tenancy.
- The student agrees to test smoke alarms to ensure that they are in working order. A battery charger is provided in case of a “low battery warning” from the smoke alarms
- The student agrees not to make copies of keys or give keys to any individual without the written permission of the homeowner and to return all keys to the premises on completion of the tenancy.

#### HOMEOWNER OBLIGATIONS

- **[ADD ALL AGREED STIPULATIONS FROM HOMEOWNER PERSPECTIVE]** \*We strongly encourage homeowners to meet these min requirements when renting to students:  
<https://www.rtb.ie/beginning-a-tenancy/minimum-standards-regulations-and-fire-safety>

#### REASONABLE NOTICE OF TERMINATION OF AGREEMENT

Either party can terminate this agreement within a period of reasonable notice. Reasonable notice for the purpose of this agreement is defined as 28 days but may be more or less, subject to unforeseen circumstances of either party and, also subject to the agreement of both parties. Reasonable notice may also be reduced in the case of a serious breach of this contract or an incident of serious anti-social behaviour.

#### END OF AGREEMENT

Upon termination of the agreement, all property belonging to the student must be removed from the property and the room must be left in a clean state with all original furnishings in their original state. Any property left behind by the student after the termination of the agreement will be deemed abandoned and may be disposed of. The cost of disposal may be retained from the security deposit or charged directly to the student.

#### The Home-owner:

Name: **[FULL NAME OF HOME-OWNER]**

Signature: \_\_\_\_\_

#### The Student:

Name: **[FULL NAME OF STUDENT]**

Signature: \_\_\_\_\_