

Student Renting 101

Your guide to renting
in college



Bord um Thionóntachtaí Cónaithe
Residential Tenancies Board



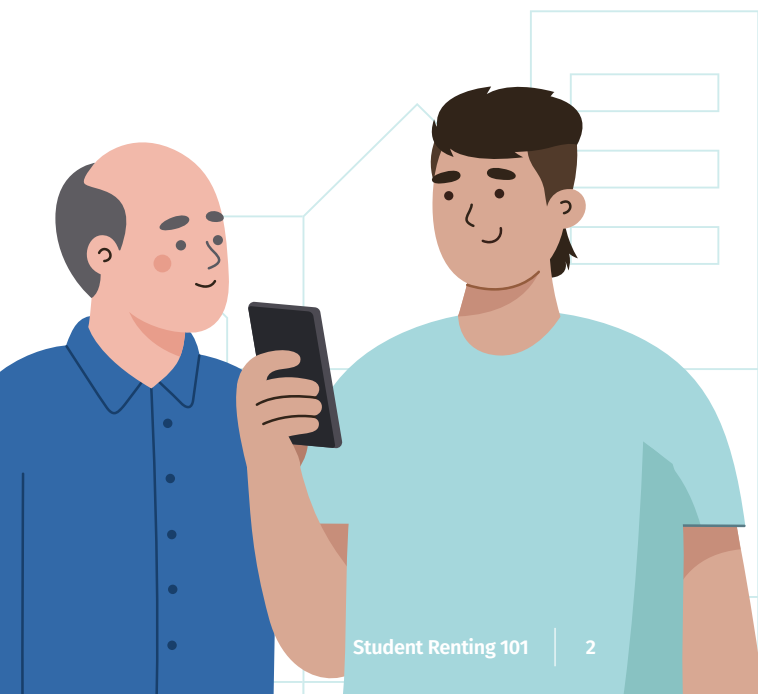
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Student renting 101

The Residential Tenancies Board (RTB) is an independent public body that regulates Ireland's rental sector and works to ensure a fair rental system for everyone. Whether you're new to renting or renewing your lease, we are here to support students to rent safely and confidently.

Use this guide to learn about your rights and responsibilities to make renting in college as easy as possible.



Know your tenancy type, know your rights

Are you heading to college and looking to rent a place? Before you sign anything, you should know that not all student rental arrangements are the same. Private rental, student-specific accommodation and 'digs' each come with different protections.



Private tenancies

A private residential tenancy is an agreement between a tenant and a landlord, where rent is paid in exchange for the right to live in a property.

Private tenancies are covered by the RTB, which means:

- The tenancy must be registered with the RTB.
- Rent increases are subject to national rent control rules.
- Tenants have legal rights and responsibilities.
- The RTB can assist with dispute resolution if problems arise.

Student specific accommodation (SSA)

SSA is accommodation provided exclusively for students during the academic year. This includes both university-operated accommodation and privately operated student housing.

SSA tenancies and licences are covered by the RTB, which means:

- The tenancy or licence must be registered with the RTB.
- Rent increases are subject to national rent control rules.
- Tenants have legal rights and responsibilities.
- The RTB can assist with dispute resolution if problems arise.

If you live in SSA, you have most of the same rights as a private tenant, but there are some differences.

These include:

- You can't be asked to pay more than 1 month's rent in advance to secure the tenancy unless you are paying tuition fees to the same provider and you request this and your landlord agrees. This is in addition to the deposit amount.
- Your tenancy or licence arrangement should not be more than 41 weeks unless you ask for longer.
- You can end an SSA tenancy between 1 May and 1 October with 28 days' notice for any reason. Outside of these dates, the existing rules about ending a fixed term tenancy apply.
- You are not allowed to sub-let an SSA tenancy.
- There are different rules for setting and reviewing rent for SSA tenancies (see page 9).

Digs / Rent a room

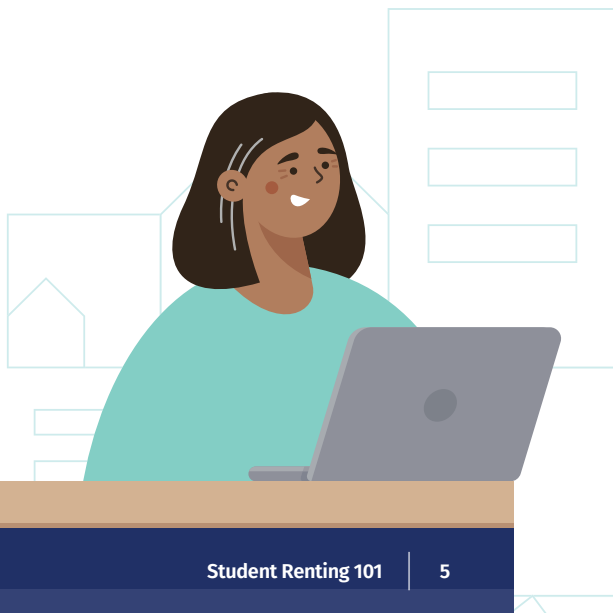
A digs or rent-a-room arrangement exists where you rent a room in your landlord's main home and share the accommodation with them.

These arrangements:

- Are licence agreements rather than tenancies.
- Do not fall under the RTB's remit.
- Are not covered by RTB dispute resolution services.
- Do not require RTB registration.

Because the protections differ significantly, you should ensure you understand if you are entering a tenancy or licence arrangement before agreeing to rent accommodation.

To learn more about your tenancy type and rights, visit [rtb.ie](https://www.rtb.ie).



Starting a tenancy

Starting your tenancy properly can help avoid problems later. You can use our **Starting a tenancy checklist** on the RTB website to set your tenancy up for success.



Starting a tenancy checklist

Before moving in

- Have you inspected the property before agreeing to rent it to make sure it meets minimum standards?
- Have you searched the RTB website for any dispute outcomes involving the landlord?
- Do you know about your rights and responsibilities as well as your landlord's rights and responsibilities?

Deposits

- Do you have a written record and receipt for the deposit you paid?
- Do you know who will hold your deposit and return it to you?
- Are there any conditions on returning your deposit when you move out?

Tenancy agreement

- Do you have a written tenancy agreement? If not, you can use a sample tenancy agreement from the RTB website.
- Have you received a copy of the agreement before the start of the tenancy?

Inventory and records

- Have you received a list of contents and their condition (inventory report) signed by both parties? Have you taken dated photos to accompany the list?
- Have you received a rent book and receipts (if rent is not being paid electronically)?

Required documents and contact information

- Do you have your landlord's contact details (or their agent's contact details if there is one)? Even if you are dealing with an agent, by law you can ask for your landlord's name and contact details. These can help the RTB to find your landlord if you take a dispute against them in the future.
- Have you provided your contact number and PPS number?

Information on rent setting

Have you received a rent setting notice outlining:

- The last rent amount.
- The date it was last set.
- Details of how your rent was set in line with national rent control rules.

Final step

- Your landlord must register your tenancy with the RTB within one month of when your tenancy starts. You will receive a registration confirmation letter from us with an RT (Registered Tenancy) number to show your landlord has registered the tenancy with the RTB.
- If your landlord does not register your tenancy, you can report this to the RTB.

Do I need a written tenancy agreement?

We recommend that you get a written tenancy agreement, which helps both landlord and tenant understand their rights and responsibilities. See our [sample tenancy agreement](#) for private tenancies on the RTB website.

A tenancy agreement should include:

- Names of landlord and tenant.
- Property address.
- Rent amount and payment arrangements.
- Deposit details.
- Length of tenancy.
- Landlord and tenant responsibilities.

Even if a written agreement is not provided, tenants still have legal rights under tenancy legislation. A tenancy agreement can be oral, written or implied. If you do not have a written agreement, make sure to keep a record of all communication with your landlord.

How much deposit and advance rent can I be asked to pay?

Before you move in, your landlord can request:

- A security deposit – this cannot be more one month's rent.
- Rent in advance – this cannot be more than one month's rent.

In total, your landlord cannot ask you to pay more than two month's rent to secure a tenancy. This includes any request for advance payment of utilities or other service charges.

However, you can choose to pay more than one month's rent in advance if you are paying rent and tuition fees to the same provider and the landlord agrees to this.

You should always ask for receipts and keep records of payments showing the amount paid and the date. If possible, avoid paying your deposit in cash.

How much rent can my landlord charge?

Under rental law, there are limits on how much rent can increase and when. For most private and SSA tenancies, the maximum annual rent increase is 2% or the rate of inflation if that's lower.

But since 1 March 2026, landlords can re-set to market rent for new private tenancies in certain cases. SSA landlords cannot re-set to market rent for their tenancies until 1 March 2029. After this date, SSA rents can re-set once every three years.

At the start of your tenancy, your landlord must give you and the RTB a notice to explain how the rent was set. This is an important document to show they have followed national rent control rules. You should ask for your rent setting notice if your landlord has not given you one.

If you believe your rent has been set incorrectly, you can seek information and guidance from the RTB. Find out more about [rent setting rules](#) on the RTB website.

Can my landlord ask me to pay separate service charges?

In some accommodation, tenants may be charged separately for services such as electricity, gas, internet and waste collection.

Any charges should be clearly explained in advance and outlined in your tenancy or licence agreement. Your agreement should also specify when and how your service charges can be reviewed.

Landlords cannot use new additional charges or increases to service charges to circumvent national rent control rules. If you believe that your landlord is using these charges to get around rent increase limits, you can report this to the RTB.

You cannot be asked to pay upfront for utilities or other services to secure a tenancy.

Can my landlord increase my service charges?

- **If you pay your rent and service charges separately:** Your landlord can increase your service charge in line with the actual increase to the cost of the service. It is good practice for your landlord to give you receipts or bills to show why the increase is needed. The increase to your service charge is not capped under national rent control rules.
- **If your service charge is included in your rent:** Your total rent, including any service charges, cannot increase by more than allowed under national rent control rules.
- **If service charges were included in rent for the property before:** You can agree with your landlord that you will pay service charges separately to rent in future. But the rent should be reduced by the amount that is now being paid separately.

During a tenancy

Understanding your rights and responsibilities will help you to maintain a positive tenancy.

What are my rights as a tenant?

Your rights include:

- A safe home with basic utilities and working appliances.
- Peaceful and exclusive occupation of your home – your landlord must get your permission to enter except in emergencies.
- Privacy in your accommodation.
- Repairs carried out as required – or repayment for reasonable repair costs if your landlord does not arrange repairs in a reasonable timeframe.
- Proper notice if the landlord wishes to end the tenancy.
- Information about how your rent was set and reviewed.
- Receipts provided for rent and other payments.
- Contact details for your landlord or their agent.



What are my responsibilities as a tenant?

Your responsibilities include:

- Paying rent in full and on time.
- Keeping the property in good condition.
- Reporting maintenance issues promptly.
- Allowing reasonable access for inspections or repairs when proper notice is given.
- Respecting neighbours and avoiding anti-social behaviour.
- Following the conditions of the tenancy agreement.
- Not subletting without permission where required.

Find out more about your rights and responsibilities at www.rtb.ie.

What are the minimum standards for a rental property?

Your rental accommodation should provide:

- Safe structural condition.
- Hot and cold running water.
- Adequate heating facilities.
- Proper ventilation.
- Access to cooking and food storage facilities.
- Access to bin storage facilities.
- Access to a washing machine or communal washing machine facility and dryer (if no private outdoor space is available).

- Required fire and carbon monoxide safety features including detection and alarm systems.
- Safe electrical and gas installations.
- Suitable sanitary facilities.

Students should inspect accommodation carefully before moving in and report any concerns immediately.

How can I avoid common tenancy problems?

Good communication with your landlord can help to prevent small issues from becoming larger disputes. To reduce the likelihood of disputes, we recommend that you:

- Keep copies of all correspondence.
- Use written communication whenever possible.
- Keep proof of rent payments.
- Agree responsibilities for utility bills in advance.
- Understand house rules regarding visitors, smoking, bicycles and waste management.
- Report maintenance issues promptly.
- Keep photo records and inventories of contents and their condition.
- If you're paying rent by cash, follow up with a confirmation message.



Can my landlord increase my rent during the year?

Rent increases must follow national rent control rules. For most private and SSA tenancies, your landlord can only increase rent once every 12 months. The maximum annual rent increase is 2% or the rate of inflation if that's lower.

Generally:

- Your landlord **cannot** increase rent whenever they choose – they can review rent just once each year.
- They must give you at least 90 days written notice of a rent increase.
- The increase must comply with legal rent-setting limits.
- Your landlord should use the RTB Rent Calculator to check the rent increase allowed. They should give you a copy of this calculation with your rent review notice.

You should keep all rent review notices for future reference.



Ending a tenancy

When moving out, both tenants and landlords must follow specific legal procedures.

How do I get my deposit back?

Your landlord must return your deposit as soon as possible when the tenancy ends unless they have a legal reason to keep it.

It does not have to be returned on the day you move out. The landlord may need time to inspect the property.

Landlords can only make deductions from your deposit for unpaid rent, damage beyond normal wear and tear, unpaid utility bills, or insufficient notice to end the tenancy.

Before you move out, make sure to:

- Pay all rent owed.
- Take final utility meter readings and pay if necessary.
- Leave the property clean and remove all rubbish.
- Remove personal belongings.
- Return keys as agreed.
- Check that all items on your inventory are still there and undamaged.
- Take photographs when moving out.

How can my landlord end my tenancy?

Landlords and tenants must give written notice to end a tenancy.

If your landlord wants to end your tenancy, they must:

- Give you a valid Notice of Termination.
- Give you the correct notice period.
- Make sure the notice meets legal requirements.

Under rental law, private landlords can only end a tenancy for specific legal reasons. The permitted reasons depend on the tenancy start date and how many tenancies the landlord has. These rules do not apply to SSA.

All landlords can end a private tenancy at any time:

- If you breach your obligations as a tenant. For example, if you don't pay rent.
- If the property no longer suits your needs.

For private tenancies created before 1 March 2026 and for tenancies created from 1 March 2026 where the landlord has 3 or less tenancies, your landlord can end a tenancy for some additional reasons:

- Selling the property.
- Landlord or family members need to live in the property.
- Substantial renovation or refurbishment.
- Change of use.

If you believe a Notice of Termination is invalid, you have 90 days to bring a dispute to the RTB after you receive it.

How can I end my tenancy?

Students can end a fixed-term SSA tenancy at any time between 1 May and 1 October for any reason by serving valid 28-day notice of termination.

Outside of these dates, the rules about ending any fixed-term tenancy apply and you can only end your tenancy if:

- The landlord has not met their legal obligations.
- The lease or tenancy agreement contains specific reasons to end the tenancy.

If you wish to leave:

- Provide the correct written notice.
- Follow the notice period requirements that apply to your tenancy.
- Retain a copy of the notice you provide.
- Arrange a final inspection where possible.

Visit rtb.ie to learn about the correct notice periods and how to give notice correctly.



If things go wrong

Most tenancy issues can be resolved early through communication so try talking to your landlord first. If you fail to reach agreement, the RTB is available to provide advice and support.

How can the RTB help if I have a problem in my tenancy?

The simplest way to resolve a tenancy dispute is to talk to your landlord. If self-resolution does not work, you can apply to the RTB for formal dispute resolution support.

Our dispute resolution services:

- Are available to all tenants, registered landlords and affected third parties like neighbours.
- Offer a low-cost, accessible approach to dispute resolution that has replaced the courts for tenancy disputes.
- Do not require any legal representation.
- Result in a legally binding Determination Order that can be enforced through the courts.

Your dispute resolution options include:

- **Mediation:** Our free mediation service helps to reach a legally binding agreement that everyone is happy with. It is a fast and effective phone-based service. We encourage mediation as the best way to resolve disputes. Our mediators talk to both parties separately to learn about the situation. You do not speak directly to the other party. The mediator explains everyone's rights and legal obligations. They work to get a solution everyone agrees with. The agreement details are confidential and are not published on the RTB website.
- **Adjudication:** Adjudication is a more formal process than mediation. An independent adjudicator reviews the evidence submitted by both parties. The adjudicator decides the outcome of the dispute based on the evidence presented at a hearing and rental law. The decision is legally binding. This service costs €30 and takes more time than mediation. We publish adjudication Determination Orders on the RTB website.



How do I report a landlord for breaking rental law?

If a landlord breaks rental law, you have different options to bring the issue to the RTB:

- **RTB dispute resolution service:** use this if your rights as a tenant have been broken. A landlord can be ordered to fix the issue and damages of up to €20,000 can be awarded to a dispute case party.
- **Report a landlord webform:** use this to report a landlord for breaking rental law. This report can be anonymous. The RTB will assess the report and decide what enforcement action is suitable, if any. This can lead to a criminal prosecution or a civil investigation and a sanction of up to €15,000 for a landlord. The sanction is paid to the Exchequer.

You should provide documents and records to support your report or dispute where possible.

Need more help?

Visit www.rtb.ie for full information on all the topics covered here and for checklists, sample letters, and video explainers.



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