



Union of Students in Ireland
Aontas na Mac Léinn in Éirinn



FINANCE & ACCOMMODATION GUIDE



ABOUT USI

“The Union of Students in Ireland (USI) fights to protect and strives to enhance the student experience. USI is the sole national representative body for students in Ireland with over 354,000 members across 30 colleges. Throughout its history, USI has worked relentlessly in the pursuit of student rights in all areas of the student experience.”

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 defence 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.



SETTLING INTO COLLEGE

COLLEGE IS FULL OF FUN AND NEW EXCITING EXPERIENCES BUT WITH ALL THIS EXCITEMENT COMES ANXIETY TOO.

Moving to college can be stressful, especially if you're moving away from home for the first time, but just remember you are not on your own and there are many support services in the college that you will be attending.

It is a great idea to connect with the Students' Union in your college; every registered student is automatically a member of the Students' Union, whose job it is to protect students' rights and promote your interests. So get to know your elected Students' Union officers. They will provide a lot of services and support for you so if you are ever feeling down, stressed out or worried about something contact or visit your Students' Union Welfare Officer. Your Students' Union will always be looking for volunteers for events and campaigns on campus so get involved. College is described as the 'best days of your life', enjoy every bit of it but look after yourself and manage the balance between studying and socialising wisely.

JOIN A CLUB AND/OR SOCIETY

Sign up for a club or society. This is a fantastic way to meet new people, go on trips and maybe even win an award at the end of the year. Everyone has different interests, so if what you're interested in isn't already represented, then set it up yourself!

Clubs and societies bring people together who have a common interest to run campaigns and events, dance, sing, hold debates, play sport and have a good time. Joining a club or society can enhance your social life, improve your skills and get to know more people outside of your class.

PRACTICAL TIPS AND ADVICE FOR GETTING USED TO COLLEGE AND SETTLING IN

- Sort out accommodation in advance and move in a couple of days before starting college so you are familiar with the area.
- Familiarise yourself with local surroundings: bus route, supermarkets etc.
- 'Like' the Students' Union and College fan page on Facebook and Twitter for information on upcoming events, entertainments and promotions.

- Do a **'big shop'** at the very start, get everything you will need. Sit down and write up a list of things: bed sheets, towels, cleaning products, stationery, food to get you started (not just beans) etc.
- Get the phone numbers for a few taxi companies, the college switchboard, college health/medical centre, chaplain, local emergency services and Students' Union officers.
- Go to lectures. It can be very tempting to miss the odd lecture and this can soon turn into a bad habit. It might sound boring but trust USI, regular attendance will make your life so much easier in the long run. You can't rely on textbooks and course notes alone — lecturers will explore topics in much greater depth and provide advice on assignments, studying and exams.
- Make friends in your class. Don't forget that everyone is in the same boat and feeling just as overwhelmed as you are. As well as all the usual social reasons, befriending someone in your class will give you more incentive to attend your lectures.

LOOKING FOR ACCOMMODATION?

HOW TO FIND ACCOMMODATION

WEBSITES

There are many useful accommodation hunting websites out there. The Residential Tenancies Board (RTB) publishes the most accurate and authoritative rent report of its kind on the private accommodation sector in Ireland. This index reveals the actual rents being paid for rented properties throughout the country. Therefore you can search rents being charged in the various locations. Another good website is Daft.ie as it makes it easy to search through a lot of accommodation listings on the internet quickly. However, be aware that Daft.ie provides data on rent sought, whereas the RTB provides information on actual rents received. 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. If at all possible, do not hand over money until you receive the keys and the tenancy begins.

STUDENTS' 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.

TYPES OF STUDENT ACCOMMODATION

DIGS:

This involves living with a host family, you will be provided with bed, breakfast and evening meal. This accommodation is generally Monday to Friday (inclusive) but will occasionally include weekends at an additional cost. Digs and on campus student accommodation is not covered by the Residential Tenancies Act. It is recommended that both the Homeowner and Lodger agree on some basic ground-rules in advance. These ground-rules should be put in writing and both parties should each sign and keep a copy of the agreement. This will avoid disputes as the agreement can be referred to if there should be confusion or disagreement.

SELF-CATERING ACCOMMODATION/HOUSE SHARE:

This involves sharing a house or apartment with other tenants. A tenant has a legal entitlement to receive a rent book or a written lease setting out the terms of the tenancy and to receive confirmation of rent payments made. Rent must be recorded either in the rent book or by receipt stating the amount, purpose and date of the payment and the period to which it relates. If there is no written lease in place, a landlord is still obliged under the rent book regulations to provide to a tenant a rent book in respect of the tenancy. The rent book should be updated with the details of each rental payment made. The rent book should be kept in the possession of the tenant and only provided to the landlord when entries in respect of payments made are being updated in the rent book.

ON-CAMPUS STUDENT ACCOMMODATION:

This involves usually purpose built accommodation which may be managed by the college and is usually on or near campus.

OTHER STUDENT ACCOMMODATION:

Sometimes known as Section 50 accommodation, this involves sharing an apartment with other students that may be close to a college that is purpose built but not on campus.

CHECKLISTS FOR STUDENT ACCOMMODATION

BEFORE YOU MOVE IN/WHEN YOU VIEW ACCOMMODATION:

- Do some research on whether you want to live in a house, digs or an apartment complex.
- 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. Also check out the RTB rent index which gives actual rents for a number of locations.

- 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.
- Double check the amount of the deposit, rent in advance and rent.
- 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.
- Check appliances: cookers, vacuum cleaner, shower, microwave etc to see that they work.
- If necessary, ask about the situation with parking for bicycles and cars.
- What bills are you going to have to pay on top of rent? Heating, electricity, internet, cable TV, bin charges, water charges?
- Who is in charge of maintaining the garden, if the tenants are what equipment is provided?
- What happens if another tenant leaves owing rent or utility bills, who is responsible?
- Will you be required to sign a lease? Will you be jointly and severally liable for the rent and bills of other tenants?
- Are pets allowed?
- Ask the landlord what changes can you make to the dwelling; e.g. painting, hanging pictures. 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!
- Check for damp and mould – i.e. behind bed, in wardrobe.
- Refer to Minimum Standards in Rented Accommodation - <http://www.environ.ie/en/publications/developmentandhousing/housing/filedownload,19428,en.pdf>
- Check out the RTB website: www.rtb.ie for more helpful tips and checklists on choosing the right accommodation and dispute prevention methods.

BEFORE GIVING OVER THE DEPOSIT

- When giving the deposit, ensure you get a receipt and ensure that the tenancy begins and you are given the keys. For example, if you give a deposit but do not sign a lease, letting agreement or do not agree the terms of the proposed letting and the tenancy does not begin for a number of days, if something happens that you do not move into the dwelling, then in general a tenancy has not been created and you may be at risk of losing your deposit and a dispute in relation to this typically would be outside of the RTB jurisdiction. This will mean you will have to go to court to seek the return of your deposit. However, if you have signed a lease or letting agreement or the letting terms have been agreed and keys handed over a tenancy has been created even before you move into the dwelling.

WHEN YOU'VE MOVED IN

- Ensure there's an inventory of all utensils and equipment in the accommodation signed by both you and the landlord.
- Where you have concerns regarding the condition of any item it is advisable to raise this in writing to your landlord/agent at the commencement of the tenancy.
- Check locks on windows and doors.
- Ask for an energy rating of the property (BER Cert). The rating is a simple A to G scale. A rated homes are the most efficient and will tend to have the lowest energy bills. The lower the number within each of the A to G ratings the cheaper the house is to heat.
- If you are asked to sign a lease, make sure you read it carefully and understand it BEFORE signing it. Do not sign a 12 month lease if you only intend staying 9 months as you may be liable for the remainder of the rent for up to 12 months.
- •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.
- Get a receipt every time you hand over money. Don't pay by cash if possible.
- Make a list of everything that's in the place when you move in and make note of what condition it's in.
- Aim to be a decent tenant, clean up your mess, be conscious of other people living with or around you.
- Check if there's a fire alarm and fire safety devices – your landlord is obliged to provide these.
- If a problem does arise, discuss problems promptly. Keep lines of communication open, listen and be respectful to each others' requirements. Make any requests in writing and keep records.
- If you are unable to resolve the dispute then you may have to take your case to the RTB (www.rtb.ie).
- 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

- Landlords are required to refund the deposit promptly less any deductions in respect of outstanding rent or other charges or taxes and damage in excess of normal wear and tear. If a property is left in an unsatisfactory state your landlord has the right to take deductions from your deposit to fix the problems. If the checklist is completed properly there is no reason why a deposit shouldn't be returned.
- **BILLS & RENT:** Ensure all rent is paid up to date and there are no outstanding bills as you leave the accommodation.
- **CHECK INVENTORY:** If there is anything missing or damaged they must be replaced, including light bulbs.
- **ENTRANCE HALL:** Floor coverings cleaned/Shelving cleaned/Wall Decorations cleaned/Any furniture in hallway cleaned.
- **SITTING ROOM/LIVING ROOM:** All furniture cleaned/Floor coverings cleaned/Shelving/Wall Decorations cleaned/Skirting boards should be cleaned if dusty/Fireplace cleaned (if applicable)
- **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.
- **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.
- **BEDROOMS:** Floor coverings cleaned/All bedroom furniture cleaned/Mattress protectors (where applicable) washed/All bed linen and personal items removed.

- Do a meter reading
- Transfer utility bills back into the name of the landlord.
- Take photos or video tape recordings of the dwelling before tenant moves out.
- Remove all personal belongings.
- Do a final inspection with the landlord/ agent.
- Return the keys.
- Leave a forwarding address.

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.**

CHECK THE CONTRACT HAS EVERYTHING IT NEEDS

- Name and address and contact number(s) of landlord/Agent and of the tenants.
- Address of the property – make sure this matches the address of the house/apartment you looked at.
- When the contract starts, and when it will end (if a fixed term contract).
- Reasons why the contract may end.
- The amount of deposit and amount of rent payable, when payable, how it is to be paid.
- Tenant obligations and landlord obligations.
- Any work that will be completed prior to tenant moving in.

YOUR RIGHTS AS A TENANT

Your rights as a tenant come from the Residential Tenancies Act 2004-2015, 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. Landlords are permitted to carry out routine inspections of the property.
- 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 can only occur once every two years except in certain circumstances where improvements have been carried out to the dwelling and according to the current market rate after 90 days' written notice.
- Tenants must be able to contact their landlords at any reasonable time.
- Tenants must be reimbursed by the landlord for any reasonable and vouched repairs that are carried out on the accommodation, in cases where the landlord has refused or failed to carry out repairs requested by the tenant within a reasonable time. If the damage is beyond normal wear and tear then it is the tenant's responsibility to pay for them.
- Tenants must be given valid notice before the termination of the tenancy agreement.
- A tenant is not obliged to pay the registration fee. This is an obligation of the landlord's.
- Tenants can refer disputes to the Residential Tenancies Board (RTB).
- The RTB strongly encourages tenants who have legitimate grievances with their landlords to bring a case to the Board. That is a very effective way of challenging improper behaviour by their landlord. A tenant can take a dispute case to the RTB. It provides Adjudication Services for €25 or €15 if the application is made on line. Mediation services are now provided free of charge. The outcome of an Adjudication or Mediation can be appealed by either party to a three person Tribunal for €100 or €85 on line. The RTB can be contacted by phone, 0818 30 30 37.

It is important that tenants retain any correspondence they had with the other party and any receipts in respect of the payment made as if a dispute does arise then it will be based on facts and evidence presented.

DEPOSITS

Tenants may forfeit some or all of their deposit:

- If they do not give valid notice, or leave before the end of the fixed term tenancy agreement.

- For damage to the landlord's property over and above normal wear and tear.
- For unpaid bills or rent owed or other charges or taxes.

The letting agreement should be checked for other more specific arrangements.

VISITORS & OVERNIGHT GUESTS

Tenants are entitled to invite friends to stay over. Take into account the views of your fellow tenants all the same. Remember that you are responsible for any guests that you invite.

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 RTB directly or advice from Threshold and your Students' Union. (See page 32 for contact details)

PRIVACY

All tenants have a statutory right to quiet and peaceful possession. **Nobody (including the landlord) has the right to enter accommodation without permission.** Unless it is an emergency! Landlords are permitted to carry out routine inspections of the property but it should be at a time suitable for all parties. However, if the tenant continually refuses a landlord access to the property, they are in breach of their obligation as a tenant.

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
- to carry out periodic inspections of the dwelling
- 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 (unless the breakage was outside of their control), the frames that of the landlord.

ELECTRICITY AND GAS

Slot meters are installed in many dwellings 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.**

INSURANCE FOR YOUR POSSESSIONS

It is your responsibility to get contents insurance to protect your personal belongings.

The landlord must insure the property but this usually only covers damage to the structure – the bricks and mortar.

HEALTH, SAFETY AND STANDARDS FOR RENTED ACCOMMODATION

THE HOUSING (STANDARDS FOR RENTED HOUSES) REGULATIONS 2009 APPLY TO MOST TYPES OF PRIVATE ACCOMMODATION, INCLUDING RENTED HOUSES, APARTMENTS, ETC.

The standards require a landlord to ensure:

- The building must be free from damp and in good 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:
- Hot and Cold water available to the tenant

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 believe that a standard and maintenance issue exists in your property, you must first write a letter to your landlord, outlining the issues, and giving them a reasonable period in which to rectify the situation. You can request that your local authority carry out an inspection of the property to ascertain if it meets the requirements. If the problem persists after the letter has been sent, you may take a case against the landlord through the RTB.

TENANTS' OBLIGATIONS

UNDER THE RESIDENTIAL TENANCIES ACTS 2004-2015 TENANTS HAVE TO LOOK AFTER THE PREMISES, REFRAIN FROM ANTI-SOCIAL BEHAVIOUR, PAY ALL RENT AND CHARGES ON TIME, AND FULFILL OTHER DUTIES.

The full legal obligations are as follows:

- Pay your rent on time and even if you are in dispute with your Landlord.
- Maintain the property in good order and inform the landlord when repairs are needed, allowing him/her or others access to carry out the necessary repairs.
- 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 or interfering with your neighbours quiet enjoyment of their home.
- 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.
- Don't do anything that could affect the landlord's insurance premium.

TERMINATION OF A TENANCY - NOTICE PERIODS

IN ORDER TO VALIDLY TERMINATE A TENANCY A LANDLORD / TENANT MUST SERVE A VALID NOTICE OF TERMINATION ON THE TENANT / LANDLORD. THE AMOUNT OF NOTICE THAT MUST BE GIVEN IS DEPENDENT ON THE DURATION OF THE TENANCY. THE MINIMUM NOTICE A TENANT MUST GIVE IS:

DURATION PERIOD OF TENANCY	NOTICE
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 but less than 3 years	56 days
3 years or more but less than 8 years	84 days
8 years or more	112 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. Notice periods for landlords and sample notices can be found at www.rtb.ie.

FOR A NOTICE OF TERMINATION TO BE VALID IT MUST CONTAIN THE FOLLOWING:

- Be in writing (not by text or verbal).
- Be signed by the landlord or his authorised agent or as appropriate the tenant.
- Specify the service date (s.6 of the Act refers) (NB - Refer to notice periods in s.66 of the Act as they differ for landlord and tenants and are based on the length of the tenancy).
- Specify the termination date. The day that is to be specified as the termination date is the last day of the notice period. The notice period starts on the day following service of the notice of termination.
- For a landlord, if the tenancy is over 6 months state the reason contained in section 34 of the Act. Tenant is not required to give a reason unless the reason is in relation to a breach of landlord obligations.
- Where a landlord is giving the notice state that the tenant has a whole 24 hours to vacate possession.
- State that any issue as to the validity of the notice must be referred to the RTB within 28 days of the receipt of the notice.

REASONS FOR SERVING A NOTICE OF TERMINATION

A tenant is not required to give a reason as part of the Notice of Termination unless the Notice of Termination is served due to the breach of obligations of the landlord.

Where a Part 4 tenancy (a tenancy of duration longer than 6 months) is in place, the tenancy may only be terminated by the landlord pursuant to Section 34 of the Residential Tenancies Act (as amended) for the below listed reasons:

- The tenant has failed to comply with the obligations of the tenancy (having first been notified, in writing, of the failure, and given an opportunity to remedy it).
- The landlord intends to enter into an enforceable contract for the sale of the dwelling within the next 3 months of the termination of the tenancy. The three month period must be set out in the Notice and the Notice must be accompanied by a Statutory Declaration confirming this intention. The Statutory Declaration must contain a declaration that the landlord intends to enter into an enforceable agreement to transfer to another, for full consideration, of the whole of his or her interest in the dwelling or the property containing the dwelling.
- The dwelling is no longer suited to the needs of the occupying household. A written statement must accompany the Notice of Termination specifying the bed spaces in the dwelling and setting out grounds as to why the dwelling is no longer suitable having regard to the bed spaces and the size and composition of the occupying household.
- The landlord requires the dwelling for own or family member occupation. The Notice must contain or be accompanied by a Statutory Declaration confirming the intended occupant's identity and (if not the landlord) their relationship to the landlord and the expected duration of that occupation. The statutory declaration must also confirm that the landlord is required to offer a tenancy to the tenant if the contact details under Section 35 of the Act are provided and the dwelling is vacated within a period of 6 months from the termination date.
- Vacant possession is required for substantial refurbishment of the dwelling. The notice must contain or be accompanied by a written statement specifying the nature of the intended works to be carried out and where planning permission is required a copy is to be provided. Where no planning permission is required the statement must set out the name of the contractor (if any), the dates on which the works are to be carried out and the proposed duration of those works. The statement must also confirm that the landlord is required to offer a tenancy to the tenant if the contact details under Section 35 of the Act are provided and the dwelling becomes available within a period of 6 months from the termination date.
- The landlord intends to change the use of the dwelling. The notice must contain or be accompanied by a statement specifying the nature of the intended use and where planning permission is required to provide a copy of the permission. The statement must provide details of the works to be carried out, identify the contractor, if any, and the dates and expected duration of the works.

For the last 3 listed grounds, the termination notice must contain certain additional details as specified in the Act relating to the tenant being given first refusal to resume the tenancy should the dwelling become available for re-letting.

REASONS NOTICE OF TERMINATIONS TEND TO BE INVALID

- Insufficient Notice given - The first day of a period of notice is the day after service. Therefore if the Notice is served on the Monday the period of Notice is counted from the Tuesday. Whilst not a specific requirement under the Act, it may be prudent to give an additional couple of days notice to ensure that the party receives the required notice periods.
- In relation to the 14 day warning letter for rent arrears, a period of 14 days must elapse from receipt of the notice before the Notice of Termination is served.
- Not following the 2 step procedure for serving a notice of termination for rent arrears.
- Notice omitting wording that the tenant has a whole 24 hours to vacate possession and that any issue as to the validity of the notice must be referred to the RTB within 28 days of the receipt of the notice.
- Additional requirements set out in Section 34 (4), (5) and (6) not included.

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 - 2015. A Tenant or landlord is entitled to reasonable time to remedy the breach of obligations
- 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 of the termination. If the reason is for rent arrears, then a warning letter giving a minimum of 14 days to pay the rent arrears must be sent. If the rent arrears is not paid up to date in the time provided then a 28 day notice of termination can be served. This is the two step process for rent arrears. Where a landlord seeks to terminate a Part 4 tenancy (a tenancy of duration longer than 6 months) because the tenant has failed to pay rent, the following two-step procedure must be followed:

1. Serve a Warning Notice giving a minimum of 14 days for failure to pay rent;
2. Serve a 28-day Notice of Termination of the Tenancy if the rent arrears have not been paid in the time provided by the warning letter.

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 condition in the letting agreement.

Landlords can give less notice if the tenants are not complying with their obligations (28 days) or if there is serious anti-social behaviour (7 days). Given the serious implications for a tenant been given 7 days notice, there is a high burden of proof for anti social behaviour. Instances may include imminent danger of death or serious injury to a person or serious danger to the fabric of the dwelling.

WHAT IS ANTI-SOCIAL BEHAVIOUR?

The practical definition is anything that causes persistent hassle to your neighbours or the people around you, creates damage or trouble, etc. A landlord of a rental dwelling owes to each person, who could be potentially affected (e.g. by anti-social behaviour), a duty to enforce the obligations of the tenant under the tenancy. www.rtb.ie/tenants/rightsresponsibilities-obligations/good-tenant-guide

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.”

HOW CAN I BECOME A BETTER NEIGHBOUR?

- Do not engage in anti-social behaviour of any kind.
- Ensure that members of your household or visitors do not engage in anti-social behaviour of any kind.
- Always respect your neighbours' property and their right to peaceably enjoy their home.
- Watch out for older persons in your estate and help them in any way you can.

College is one of the best times in your life but things can easily go from great to awful if you don't abide by the law. A silly dare to streak can easily turn into a court appearance! To save you from the humiliation and shame here's some simple do's and don'ts to keep you in check.

DO

- Do have respect for your neighbours. Make sure you talk to your neighbours and have an agreed time when the party will be over and make sure you respect that agreement.
- Do try and keep the party inside and keep windows and doors CLOSED.
- Do co-operate if the Guards arrive.

- Do clean up the next day, the longer you leave it the worse it gets. Don't forget the front garden too!
- Do keep the noise down going from the party to town, especially when everyone is getting into the taxis.

DON'T

- Don't let people in that you don't know.
- Don't leave your windows open with music on. Noise travels and the guards will be at your door before you know it!
- Don't be rude or hostile if people ask you to keep it down.

Students are part of the community and as part of that community you must respect your neighbours and surroundings. Maintaining good relationships with our neighbours is in the interests of everyone. It is important that we are considerate of other people's lifestyles and property. A RTB determination order that finds a tenant as acting in a manner that is deemed to be anti social behaviour may have serious implications for a tenant as this Determination Order is published on the RTB website and may affect a tenants future prospects.

Any complaints of a serious anti-social or criminal nature should be reported to the Gardai in the first instance.

TIPS FOR 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 some simple tips to having a much happier time with your new roommates!

- **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?
- **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.
- **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 boots 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.

- **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 the quiet and you study best in a group, can you alternate who hits the library and who gets the room?
- **Be open to new things.** Your roommate may be from somewhere 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.
- **Be open to change.** You should expect to learn, grow 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.
- **If nothing else, follow the Golden Rule.** Treat your roommate like you'd like to be treated.

WHAT DO I DO IF I AM IN DISPUTE WITH MY LANDLORD?

The Residential Tenancies Board (RTB) helps to solve disputes and disagreements between landlords and tenants. If you are a tenant who lives in private rented residential accommodation then you may avail of the dispute resolution service of the RTB.

The RTB would encourage tenants and landlords to discuss problems promptly, keep lines of communication open, listen and be respectful to each others' requirements. For record purposes after oral communication follow up with the "for the avoidance of doubt" written correspondence. Thereafter, if the matter is not dealt with within a reasonable time, then a party may submit an application to the RTB for dispute resolution.

If you feel that your rights have been infringed get helpful information on landlord and tenants rights and obligations from the RTB at 0818 30 30 37 or Threshold National Housing Organisation (www.threshold.ie).

If you are unable to resolve the dispute then you may have to take your case to the RTB. There are limits to the letting situations where the RTB may become involved. These include where:

- You are a tenant in local authority housing.
- You live with your landlord under the "rent a room scheme".

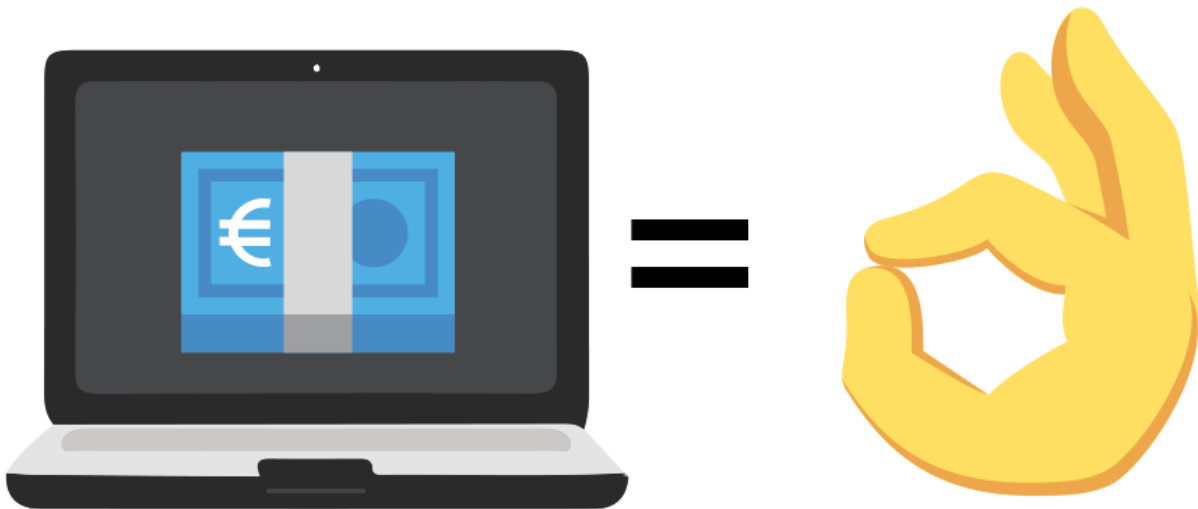
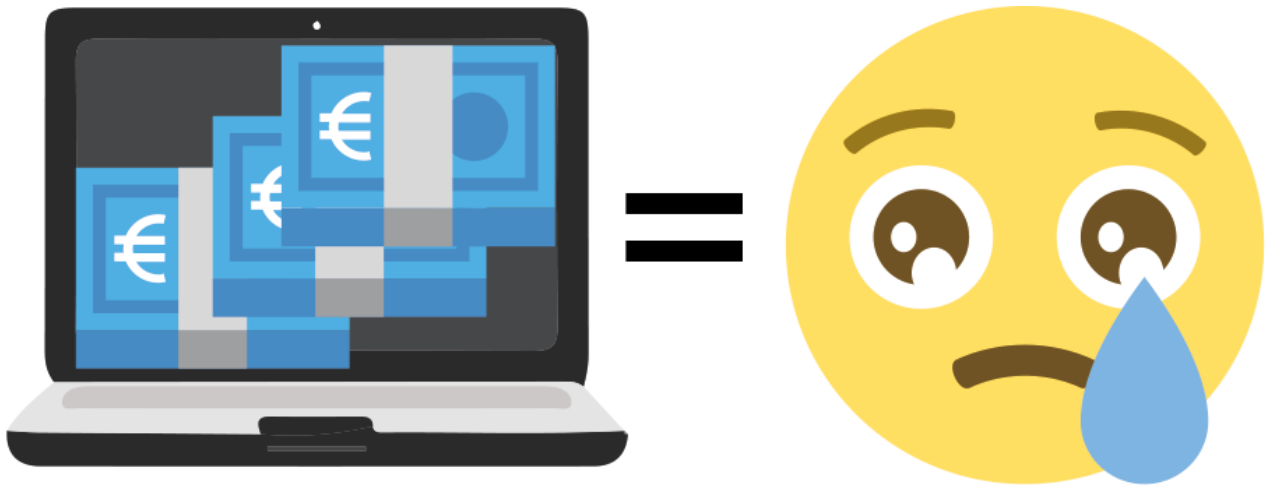
- You live with the spouse, parent or child of the landlord and there is no written letting agreement in place.
- You are on the premises as part of a holiday letting agreement.
- Where the dwelling is wholly or partly used for carrying on a business.
- Where a dwelling is let under a license agreement
- In a tenant -v- tenant dispute
- In instances where a tenancy never came into existence (eg. Tenant never moved in)
- Where the dispute matter is before the Courts
- A dwelling occupied under a Shared ownership lease
- Where the term of the tenancy exceeds 35 years

MONEY MATTERS

THE COST OF GOING TO COLLEGE IS INCREASING AND IT OFTEN COMES AS A SHOCK TO STUDENTS AND THEIR FAMILIES.

Many students experience financial hardship while at college, try not to worry - help is available. College is a very expensive period of your life and one in which can incur a lot of debt. While at college, be aware of the financial aids available to you, contact your local Students' Union or student support services for advice, help and support.

Managing your money can be tricky, especially if you've moved out – from rent to food it's easy to lose track of how much you're spending and end up not being able to make ends meet. It can be hard to keep your finances under control when you're in college, especially if you don't have a regular income and you are on a tight budget. Managing your money will take a bit of effort at first, but it is worth it in the long run.



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FINANCIAL SUPPORTS AVAILABLE

Many students experience financial hardship while at college. Try not to worry about it - help is available. Going to college can be a very expensive period of your life so do some research and look into any additional funds available to you in your college. You can visit www.studentfinance.ie and www.citizensinformation.ie for some information about additional funds or contact your local Students' Union. Below are examples of financial supports that are available.

STUDENT GRANT - *STUDENT UNIVERSAL SUPPORT IRELAND (SUSI)*

The student grant is the main source of financial help available from the Irish State for students in full-time Post Leaving Certificate Courses (PLCs) and full-time higher education undergraduate courses. Support is available to eligible students in most colleges in Ireland as well as eligible Irish students in many colleges in Northern Ireland, the UK and other EU States. For eligible students, the grant is there to help with the various costs of participating in further or higher education. Students in part-time courses, access or foundation courses (in higher education institutions) and short courses are not eligible to apply for a student grant.

- Fee Grant covers all or part of the Student Contribution Fee.
- Maintenance Grant may be awarded in full or partially based on family income and number of children.

Student Universal Support Ireland (SUSI) is the single awarding authority for all new grant applications for the 2014/15 academic year. If you are a new student or changing course you should apply to SUSI: www.susi.ie If you are in 3rd or 4th year please apply through your local authority.

SAF- STUDENT ASSISTANCE FUND

The Student Assistance Fund (SAF) provides financial assistance for full-time higher education students who are experiencing financial difficulties whilst attending college. Students can apply for Student Assistance to help them with either temporary or ongoing financial difficulties. The Student Assistance Fund provides a further source of funding for higher education students in addition to the Student Grant. For more information contact your Students' Union or Student Support Staff on campus as each college has its own application process. Please keep in mind the Student Assistance Fund can not assist with tuition or Student Contribution charge.

CHILDCARE ASSISTANCE

Some institutions offer childcare supports; however, there is no specific funding programme for childcare costs. Childcare is an eligible expense when applying for the Student Assistance Fund in some institutions; to obtain more details you should contact the Access Officer in your college.

FUND FOR STUDENTS WITH DISABILITIES

Unlike the Student Grant schemes, the claims process for the Fund does not generally start until you have enrolled in your course. Application to the Fund is not made by the student, but by the college on the student's behalf. The fund can assist with learning aids and supports for student with physical, mental and hidden disabilities. For more information contact your disability or access office on campus. Depending on the college and the resources available, colleges may offer a range of additional services and supports above and beyond what is eligible for funding under the Fund for Students with Disabilities.

BACK TO EDUCATION ALLOWANCE (BTEA)

The Back to Education Allowance (BTEA) is a scheme for unemployed people, lone parents and people with disabilities who are getting certain payments from the Department of Social Protection.

The allowance can be paid to people who wish to do or take approved second or third level courses of education. BTEA is **not** an unemployment payment. Participants get a standard rate of payment which is not means tested. In general you must be over 21 for an undergraduate course or over 24 for post graduate courses and have been getting a qualifying social welfare payment. For more information please visit www.welfare.ie

OTHER FINANCE: BURSARIES & SCHOLARSHIPS

There is a broad range of bursary and scholarship schemes in operation which provide an opportunity for students or potential students to access additional financial support if they meet the criteria. Schemes are available which are specifically targeted at students with limited means, students with disabilities and students from minority ethnic groups. Contact the Finance Office in your college for more information and visit www.studentfinance.ie for some examples.

TAX RELIEF FOR TUITION FEES IN THIRD LEVEL EDUCATION (IT 31)

You may be able to claim tax relief on tuition fees paid for approved: Undergraduate courses, Postgraduate courses/Information technology (IT) and foreign language courses. For more information contact your local tax office or www.revenue.ie

For more information on all of the above please visit
www.studentfinance.ie
www.citizensinformation.ie

MAKING YOUR MONEY GO FURTHER

MANAGING YOUR MONEY CAN BE TRICKY, ESPECIALLY IF YOU'VE MOVED OUT – FROM RENT TO FOOD IT'S EASY TO LOSE TRACK OF HOW MUCH YOU'RE SPENDING AND END UP NOT BEING ABLE TO MAKE ENDS MEET.

Learning how to budget for each week and month is pretty important, but it's worth the effort. A budget is a plan for how you are going to spend your money and helps you to look at what you really need to spend. Consider budgeting as a reward system, not a deprivation system.

HOW TO MAKE A BUDGET:

WORK OUT YOUR INCOME

Add up all of the money you take in each week/month – what you earn, what you get in benefits, and any other money you get, for example, help from your parents.

WORK OUT YOUR OUTGOINGS

Add up all the money that you HAVE to spend in an average week/month – rent, electricity and phone bills, insurance, loan repayments, food, travel expenses, socialising and everything that you can think of that could be considered a necessity.

Tip: Try to include a small amount of savings in your budget, even if you can only afford to put away a few euro every month. Having some savings will help you meet unplanned expenses, whether that's a GP visit or a weekend away.

HOW MUCH DO YOU HAVE LEFT?

When you've done your budget, if you discover that your spending is more than your income, you need to do your budget again to see where you can cut back. Otherwise, you could end up getting into debt, or eating into your savings, if you have any. If you need some support or someone to talk to about your financial problems, contact your local Students' Union and support services in your college.

If you need to cut back on your spending, there are lots of ways to do that:

- Always ask for a student discount, even if one isn't advertised.
- Buy in bulk, it's much cheaper in the long run.
- Avoid convenience foods or other prepared meals.

- Keep your eyes peeled for special offers.
- Never shop when you're hungry or you'll buy unnecessary items.
- Always make up a shopping list.
- Go home for lunch if you're near enough or bring lunch to college. It's much cheaper.
- Don't always look or buy the goods at eye level, look around.
- Check out second-hand shops for everything from clothes to books to furniture.
- If you work and pay tax, you might be entitled to a tax refund so always do a tax return (not as scary as it sounds!).
- Look after your accommodation so that you get all of your deposit back at the end of the year.

SAVING FOR THE THINGS YOU WANT

If you've done your budget and you are lucky enough to have some money left over, think about starting a savings plan. This could help you save up for things you want later on, like a summer holiday or a new phone, or things you know are coming up, like a big night out or Christmas.

Here are a few tips on how to make saving easy and painless.

DOS

- **Do** save regularly. If you are working, set up a standing order into your savings account so the money is hidden away!
- **Do** start as soon as you can. The sooner you start saving the better.
- **Do** get an account with online access so you can see your money grow.
- **Do** day-dream about what you're going to spend your money on!

DON'TS

- **Don't** save money in your current account. It's too tempting to spend it and you won't earn any interest.
- **Don't** go with the first savings account you see. Look for one with the best interest rate and the access you need. For example, do you want instant access to your money, or would you be happy to give a week's notice?
- **Don't** worry if you are only saving a small amount – it all adds up!

MANAGING YOUR DEBT

If you're falling behind with your bills or struggling with credit card debts, it can get pretty overwhelming. Sometimes debt can get out of control if your circumstances change and you can't manage your repayments anymore. There is help and support out there for you and the main thing is not to bury your head in the sand – tackle the problem. You don't need to panic - **it's just time to make some logical decisions about what to do next.**

Whether it's your debt or you are supporting a friend or family member with debt problems, this 5-step plan will help you.

5-STEP PLAN TO DEAL WITH DEBT FROM THE NATIONAL CONSUMER AGENCY (NCA)

STEP 1 – PRIORITISE YOUR DEBT

- List your debts in order of importance. Rent or gas or electricity bills are your priority debts and need to be paid first. If these are not paid, you could be at risk of being evicted or having your electricity or gas cut off.
- Next, list any other debts you have, e.g. credit card debt, overdrafts and personal loans. These are your secondary debts. Secondary debt with the highest interest rates should be paid after your priority debts.

STEP 2 – REVISE YOUR BUDGET

- List everything that you have coming in and going out every week/month. When listing your expenditure, be tough with yourself and only include things you have to spend money on.
- This will help you to see what money you have left over at the end of each week/month.
- Once you know what you can afford to pay off your debt each week/month, you will feel more confident about having a conversation with your lender(s).

STEP 3 – CONTACT YOUR LENDERS/STUDENT WELFARE OFFICER/MABS ASAP

- Contact your lender to discuss your options. Have an honest conversation about how much you can afford to repay each week/month. This is very important, as whatever agreement you come to with your lender; you will be expected to stick to it.
- Some options may make your loan more expensive in the long term, but it will make things more manageable for you in the short term.
- Your Students' Union Welfare Officer can also provide help and support with managing debt problems. The Money Advice and Budgeting Service (MABS) also provide free support and advice, see www.mabs.ie

STEP 4 – MANAGE NEW REPAYMENTS

- Keep up to date with your new repayments.
- If you feel that you are continuing to struggle under the new arrangement, go back to your lender.

STEP 5 – KEEP ON TOP OF YOUR DEBTS

- Once you get back on your feet, make sure to review your finances – you may be able to increase your payments in the future, which will mean you could be debt-free faster.

The National Consumer Agency has done all the hard work for you - to compare all the fees, charges and features of third-level current accounts, credit cards and loans go to the National Consumer Agency's website, www.nca.ie

BORROWING MONEY

THINGS TO WATCH OUT FOR WITH LOANS AND CREDIT CARDS

- Do you really need to borrow the money? Would you be better off saving up?
- Can you comfortably afford the repayments? If not, you shouldn't borrow the money.
- What is the term of the loan? You need to make sure that the term suits the purpose of the loan. For example, if you are borrowing for a holiday, you don't want to be paying it off for three years. Repaying a loan over the shortest time also saves you money in interest.
- A credit card shouldn't be used for day-to-day expenses. Think of your credit card like an emergency fund, for example, to pay for an unexpected doctor's visit or a bill you didn't expect.
- The limit on your credit card is not a spending target.
- Always try to pay your credit card bill in full each month. Paying the minimum repayment means that you are only clearing the interest and don't eat into your debt. For example, if you owe €1,000 on your credit card and only pay back €30 a month, it will take you four years to clear your debt. This assumes the interest rate on your card is 19% APR.
- Remember that missing repayments will damage your credit record and your ability to get loans in the future.
- With loans, shop around and look for a low interest rate and compare loans looking at the total cost of credit. This is the cost of the loan.
- Before you take out a loan or credit card, read all the documents in full and ask if there is anything you don't understand. Don't sign anything unless you are happy that you understand it fully.
- Take time to make a decision when taking out a loan. If you think about it for a while, you might find you don't really need it.
- It's usually not the best plan to borrow more money to pay existing debts – 'don't borrow from Peter to pay Paul'.
- If you're in financial difficulty, don't be afraid to ask for help. You can speak to your bank or the student welfare officer at your college.

PERSONAL SAFETY

TOP TEN TIPS FOR PERSONAL SAFETY

- Do not walk alone at night. Walk in numbers.
- When at all possible, stick to busy streets with lots of lighting and traffic. Do not take dodgy shortcuts.
- Try to avoid talking on your mobile or listening to an iPod, as either will make you less aware of your surroundings and also advertise that you have something worth stealing.
- If you think you're being followed, go to somewhere busy and flag down a taxi.
- Always make sure someone knows when you're going out, if and when you're coming back, and whom you'll be with. When you're on your way home, let someone know when to expect you.
- Only use licensed taxis and hackneys. Take note of the taxi licence number (the yellow display on the roof) and key it into your phone or text it to a friend. When you arrive at your destination ask the driver to wait until you get inside the door before leaving again.
- Do not leave keys to your home in an easily accessible or guessable place. Everyone knows to look on top of the doorframe, or under the mat, potted plant or just inside the letterbox.
- Always be aware of who's around you when you go to an ATM. Do not use ATMs at night on isolated streets – always choose those with good lighting.
- Unfortunately, sometimes you will have to act suspiciously to strangers. Don't be afraid to act assertively if you are uncomfortable or if you think someone is acting inappropriately.
- When you're walking: avoid while out walking alone, if possible, heavily overgrown areas, alleys and little travelled side streets and high crime rate areas. Do walk with authority, displaying an air of confidence and purpose of destination. Be alert to your surroundings.

LOOKING AFTER YOUR STUFF

The stuff you take with you to college is valuable to you - so it makes sense to look after it and protect it when you're away. Whether you're living in halls, in student-specific private accommodation or private houses, it just makes sense to do everything you can to prevent loss or damage to your stuff.

KEEPING THINGS UNDER LOCK AND KEY

Unfortunately, because things are valuable to you, they may be valuable to someone else. You need to take care of your possessions - don't leave them on show in your room or your car, don't leave them in common spaces. Keep your door locked, particularly if you're living with people you don't know long enough to trust completely. If you are travelling home for the weekend, do not leave your valuables in your student accommodation, bring them with you.

STUDENT POSSESSIONS INSURANCE

USI recommends insuring your personal possessions, so that if the worst should happen and you should damage or lose your stuff, you can with the minimum of hassle get it fixed or replaced, without costing the earth. It's not horribly expensive and it could stop a bad day turning into a nightmare. USI is committed to ensuring students get better deals than ever before on content insurance. You'll find out more on the USI website.

32 33 UNION OF STUDENTS IN IRELAND Ceann Aras na Mac Léinn, Portview House, York Road, Dublin 4 01 7099300 welfare@usi.ie www.usi.ie

RTB (RESIDENTIAL TENANCIES BOARD) PO Box 47, Clonakilty, Cork (0818) 30 30 37 www.rtb.ie

THRESHOLD ADVICE CENTRE (HOUSING RIGHTS AGENCY) www.threshold.ie

DUBLIN: 21 Stoneybatter, Dublin 7 (01) 678 6096 advice@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

USEFUL CONTACTS

UNION OF STUDENTS IN IRELAND

Ceann Aras na Mac Léinn, Portview House,
York Road, Dublin 4
01 7099300
welfare@usi.ie
www.usi.ie

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21 Stoneybatter, Dublin 7
(01) 678 6096
advice@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

NATIONAL CONSUMER AGENCY

www.nca.ie

STUDENT FINANCE

www.studentfinance.ie

MABS - MONEY AND BUDGETING SERVICES

www.mabs.ie
The MABS Helpline – 0761 07 2002

DEPARTMENT OF SOCIAL PROTECTION

www.welfare.ie

PLEASETALK

www.pleasetalk.org

SPUNOUT

www.spunout.ie

SAMARITANS

helpline- 116 123

PIETA HOUSE

helpline- 1800 247 247

INCOME

SUPPORT FROM PARENTS	<input type="text"/>
STUDENT GRANT	<input type="text"/>
LOAN	<input type="text"/>
WAGES	<input type="text"/>
BACK TO EDUCATION ALLWANCE	<input type="text"/>
OTHER	<input type="text"/>
OTHER	<input type="text"/>
TOTAL	<input type="text"/>

SUMMARY

TOTAL INCOME

TOTAL EXPENDITURE

SHORTFALL/PROFIT:

EXPENDITURE

BOOKS	<input type="text"/>
EQUIPMENT/ COURSE MATERIAL	<input type="text"/>
STATIONARY	<input type="text"/>
WAGES	<input type="text"/>
RENT	<input type="text"/>
GAS/HEATING	<input type="text"/>
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CREDIT CARD REPAYMENTS	<input type="text"/>
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LUNCH/COLLEGE SNACK	<input type="text"/>
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INCOME ▼

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INCOME ▼

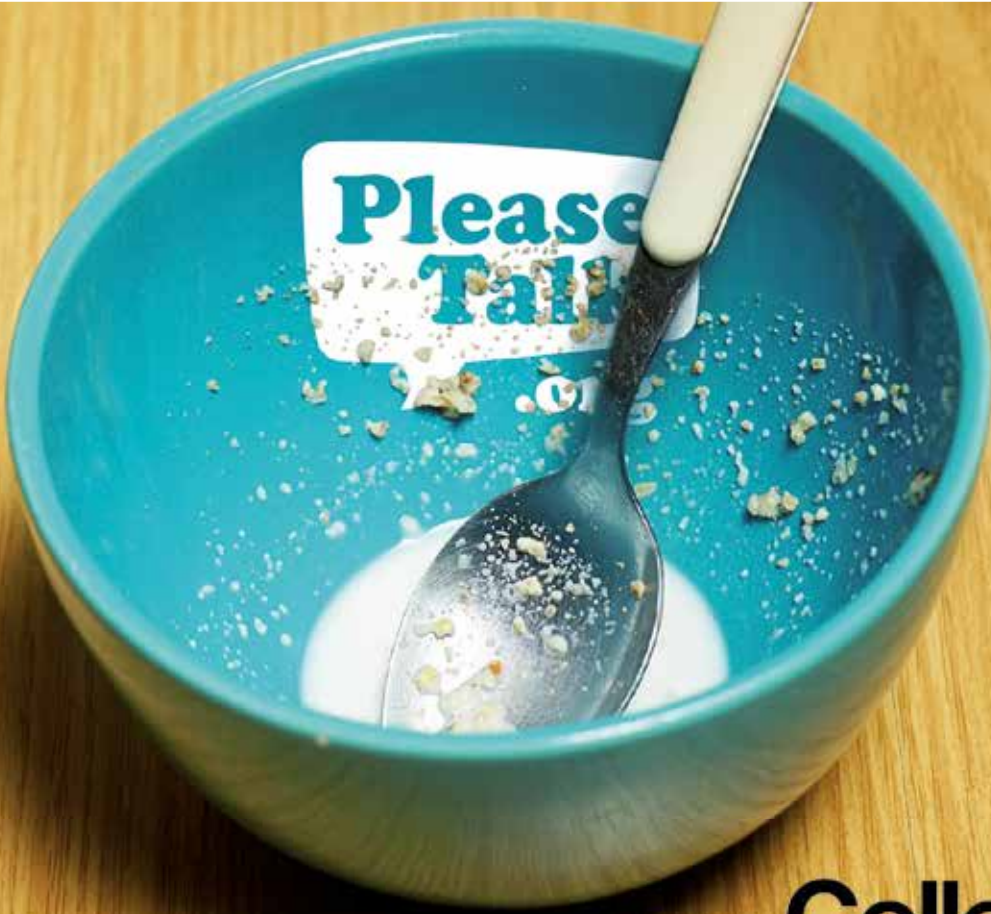
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EXPENDITURE ▲

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PHONE CREDIT	<input type="text"/>
LUNCH/COLLEGE SNACK	<input type="text"/>
TOTAL	<input type="text"/>



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