

Room for a Student - Local Authority Tenancies Scheme

Third Level Students

Sample Licence Agreement

Academic Year 2023/24

THIS LICENCE is made on the _____ day of _____ 202____

BETWEEN

(1)

of

Address:

Contact Number:

(the “**Licensor**” [Tenant(s)]) of the one part;

AND

(2) _____

of

Address:

Contact Number:

(address of parent / guardian / out of term address)

(the “**Licensee**” [Student]) of the other part.

WHEREAS:

A. The Licensor is the primary tenant of the property at:

(delete as necessary)

_____ (hereinafter referred to as the “Property”)

B. The Licensor has agreed to grant to the Licensee a Licence to use *(enter address)*

_____ upon the terms and conditions hereinafter more particularly set out.

C. The licensee must be a student attending third level educational institution. The third-level education sector in Ireland consists of universities, institutes of technology, and colleges of education - collectively known as higher education institutions or HEIs.

D. The licensee must provide proof of registration at a third level institution.

NOW IT IS HEREBY AGREED AND DECLARED by and between the parties (as named above and at Schedule 1) hereto as follows:

1. General

This Licence is personal to this specific Licensee, is not assignable and will terminate without notice if the Licensee ceases to live at the room or upon the manner agreed between the Licensor and the Licensee in this Agreement.

2. Accommodation Period and Minimum Notice *(Delete as necessary)*

2.1 The accommodation period of the academic year i.e. a term of _____ months and includes, weekends¹ / excludes weekend use and includes / excludes college/university holidays².

2.2 The “start date” is _____ day of _____ 202_____.
The “end date” is _____ day of _____ 202_____.

2.3 The minimum notice period is _____ days *(Insert as agreed)*

2.4 By mutual agreement, either party may at any time end this agreement earlier than the end date by giving the other party written notice of _____ days *(Insert as agreed)*.

¹ ‘Weekend’ is defined as Friday night & Saturday night between start and end date. Weekend includes Sunday night if bank holiday weekend between start and end date.

² Holidays are defined as Halloween, Christmas, St. Patrick’s Day, Easter and any other official university breaks during start and end date

2.5 The Licence is for the Period specified herein and may not be extended for a further academic year.

2.6 Any agreement between the parties hereto to permit the Student to stay for a subsequent academic year is subject to the prior written permission of the relevant local authority and subject to a new Licence agreement being signed by both parties for the subsequent academic year.

3. Deposits

3.1 On or before the start date (as above), a deposit in the sum of € _____ (____weeks rent) shall be paid by the Licensee to the Licensor.
(Insert value / no. of weeks)

3.2 The Licensor shall provide a receipt for the deposit.

3.3 The Licensor shall be entitled at the end of this agreement to deduct from the deposit any sums due by the Licensee to cover the cost of repairing or replacing any broken or damaged items, which goes beyond normal wear and tear, or lost items and the expense of making good any failure by the Licensee to fulfil any other conditions of this agreement.

3.4 The deposit (or remainder of same) shall be refunded to the Licensee within 14 days, or as soon as possible after the termination of this agreement.

3.5 A list of any deductions from the deposit shall be attached where deductions have been made, notwithstanding fair wear and tear.

3.6 Where deductions have been made from the deposit copies of receipts for any money deducted will be sent to the Licensee.

4. Rent (Licensee Fee)

4.1 The rent is € _____ per week/calendar month paid monthly / fortnightly / weekly in advance, payable on _____ (day/date).

4.2 The first payment shall be made on the start date (as above) and all subsequent payments shall be paid on the same date of each calendar month / same day of each week thereafter, as agreed.

4.3 Should the Licensee fail to pay the rent the Licensee may terminate this agreement and seek payment of any outstanding rent through the appropriate channels.

4.4 The rent shall be payable as follows:

Electronic Transfer / Cash

Delete as appropriate

To: _____
(the Licensor)
Bank:
Bank Address:
Account Name:
IBAN:
BIC:
Reference to be included on the narrative: _____ _____ _____

5. Household Costs

5.1 The Household costs are for:-

(Include if applicable)

- (i) Electricity
- (ii) Gas / Oil
- (iii) _____
- (iv) _____

Please select:-

These costs are fixed at € _____ per month, or,

These are variable but shall not exceed € _____ per month.

6. Rent Review

6.1 The rent shall be reviewed at the end date (as specified above) should the Licensee wish to return for the subsequent academic year. (or as agreed between the parties)

7. Insurance

7.1 It is the Licensee's responsibility to insure their personal affects.

8. Limits of the Licence Agreement

8.1 This licence arrangement does not confer tenancy status or any occupancy rights on the licensee – such persons are not a party to the tenancy agreement between the local authority and the tenant and shall have no succession rights in respect of the tenancy.

9. Automatic termination of the Licence Agreement

9.1 This licence agreement automatically terminates when the tenancy agreement between the residing tenant and local authority ends and/or the residing tenant is no longer in possession of the property.

9. Miscellaneous

- (i) A copy of this agreement shall be submitted to the local authority for their records by the Licensor. Both parties accept, agree and understand that the local authority has the discretion to end this licence arrangement.
- (ii) The Licensee must adhere to the terms and conditions of the Tenant's Tenancy Agreement with the Local Authority.
- (iii) The Licensee accepts liability for any damage caused to the Licensor's property by them and will bear the costs of any repairs necessary due to such damage.
- (iv) The Licensor agrees not to access the Licensee's room without prior consent, unless in case of an emergency.
- (v) At the end date, the Licensee must remove all personal possessions and ensure that their bedroom is returned clean.
- (vi) The Licensee must return keys on the end date.
- (vii) The Licensee is not permitted to consume alcohol or take any illegal substances in in the Property.

- (viii) The Licensee must not cause or commit any form of nuisance or engage in conduct likely to cause nuisance, annoyance or disturbance to the Licensor or members of their households, visitors, neighbours, neighbours' children, local authority employees and contractors or any other member of the general public living or working in the vicinity of the Property.
- (ix) For the purpose of this License Agreement the phrase 'nuisance, annoyance or disturbance' is any behaviour which interferes with the peace and comfort of a person living, working or otherwise lawfully in or in the vicinity of the dwelling and, without prejudice to the foregoing, includes (but is not limited to):
- (i) abusive or insulting words or behaviour
 - (ii) offensive drunkenness
 - (iii) damage or threat of damage to property belonging to another person including damage to any part of a person's home
 - (iv) writing graffiti
 - (v) making unnecessary or excessive noise by any means whatsoever by shouting, screaming, door slamming, playing any musical instrument or sound reproduction equipment (including television, radio, hi-fi, computer, mobile phone) or using equipment or machinery
 - (vi) using or allowing the Premises to be used for prostitution or for keeping, dealing in or using any controlled drugs or for keeping unauthorised firearms and ammunition
 - (vii) using the dwelling for the handling or storage of stolen property
 - (viii) any nuisance or annoyance caused by pets including barking and fouling; and
 - (ix) any nuisance or annoyance caused by obstruction of common area, doorways, other entrances and exits, pavements.
 - (x) playing ball games close to another person's property.
 - (xi) Any act or omission which creates a danger to the well-being of any neighbour or his property.

10. Any other matters specific to this agreement (*Insert as required*)

11. Signatures

Signed: _____
(Licensor)

Date: _____

Signed: _____
(Licensee)

Date: _____
