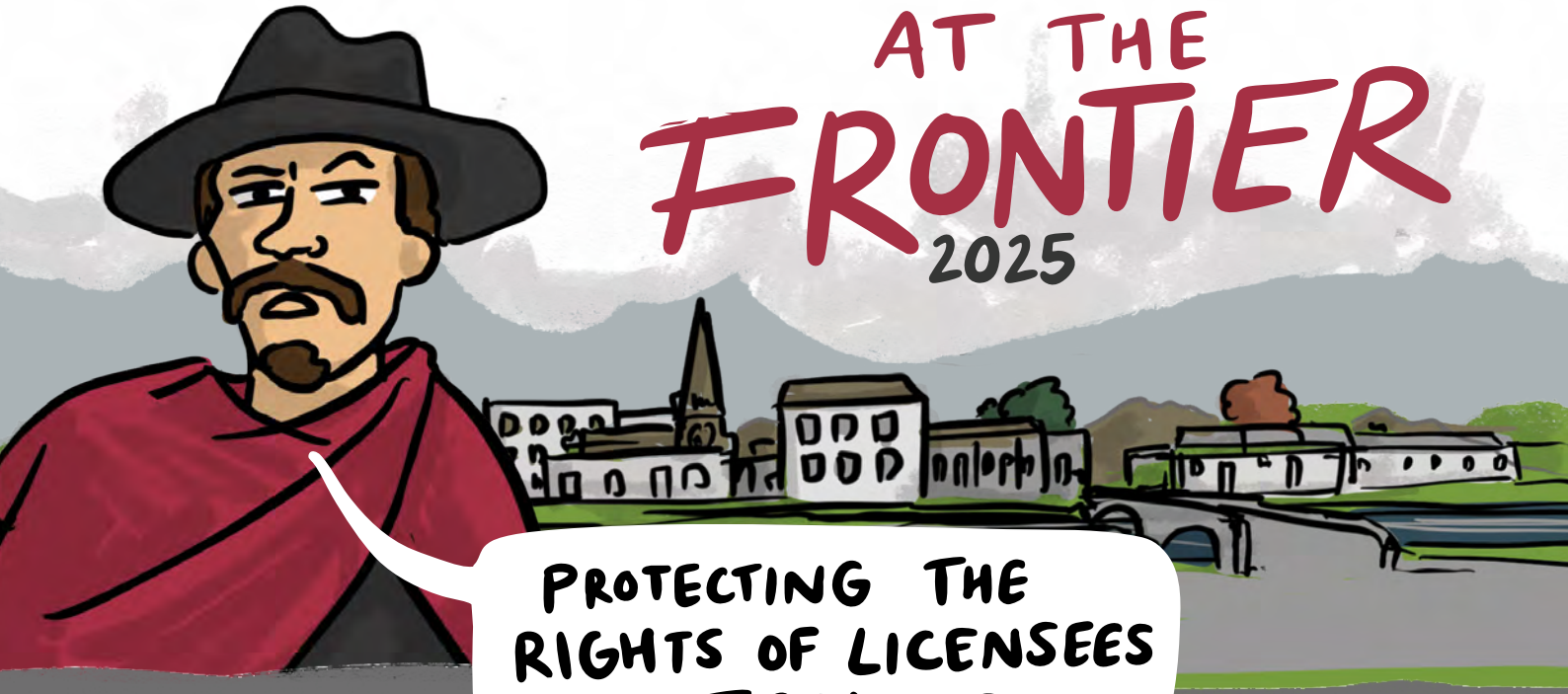
Threshold
preventing homelessness

WRITTEN BY:
DR. VALESCA LIMA

PRESENTS:

RENTING AT THE FRONTIER 2025



PROTECTING THE RIGHTS OF LICENSEES IN IRELAND

STARRING:

The Student

The Employee

The Subletter

The Lodger

The Caravan Resident

The Retirement Village Resident

The Room Renter

You?

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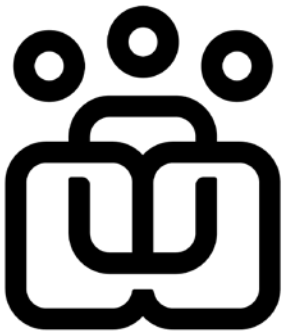

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Dr Valesca Lima

Foreword by Threshold CEO

In the midst of Ireland's ongoing housing crisis, this report by Dr. Valesca Lima provides a timely and necessary spotlight on one of the most overlooked and vulnerable groups in our rental landscape: residential licensees.

These renters include, but are not limited to, students, low-income workers, migrants, and others who live in informal or lightly regulated housing arrangements, often without the protections afforded by the Residential Tenancies Acts. Their stories, captured with clarity and compassion in this report, reveal a housing sub-sector that operates in the regulatory shadows of our legal and policy frameworks.

Threshold is a charity committed to housing justice. Our frontline advice staff have witnessed first-hand the growing number of people who fall outside the safety net of tenancy law. Many of these renters are unaware of their legal status until a crisis arises, be it an eviction, a withheld deposit, or a sudden change in living conditions.

The absence of statutory rights, combined with limited access to dispute resolution mechanisms, leaves licensees exposed to exploitation, instability, and emotional distress. This report does more than document these challenges, it gives voice to those who have long been invisible in rental policy development and considerations.

Dr. Lima's research is grounded in a rigorous methodology and enriched by the lived experiences of licensees, frontline advisors, and legal experts. The findings are sobering; licensees face legal invisibility, power imbalances, and systemic barriers to justice.

The Rent-a-Room scheme, while a well-intentioned initiative to increase supply of accommodation, has inadvertently created a parallel rental market where tax incentives are not matched by occupant protections. In a time of housing pressure, there are those who would seek to take advantage of this. Other types of licensees have little to no access to fundamental safeguards against sudden eviction, arbitrary rule-making, or neglected repairs.

What sets this report apart is that it is the first policy-focused publication on this topic. Moreover, its recommendations are both practical and principled. They recognise the different legal landscape for those who live with the homeowner and those who do not. The recommendations include a call for the recognition of de facto landlords, the establishment of a central licence registry, the extension of deposit protection and notice periods, and the creation of a one-stop information hub for licensees. We believe these proposals strike a careful balance, preserving the flexibility of informal arrangements while ensuring that basic rights and standards are upheld.

This report is not just a call to action for policymakers. It is also a challenge to housing advocates, legal professionals, educators, policymakers and legislators to rethink how we define and protect 'home'. It reminds us that housing is not merely a commodity. Housing is a cornerstone of dignity, stability, and opportunity. Licensees deserve more than precarious shelter. They deserve recognition, protection, and a place in our housing system that reflects their humanity and their longing for a safe place to call home.

I commend Dr. Lima for her scholarship and advocacy, and I urge decision-makers to engage seriously with the findings and recommendations presented here. We must ensure that no one renting at the frontier is left behind.

Glossary and Abbreviations

Accommodation provider Any individual or organisation offering housing or lodging, whether as a landlord under a tenancy, a licensor under a licence agreement, or a homeowner hosting a lodger.

CSO Central Statistics Office, Ireland's national data agency

DFHERIS Department of Further and Higher Education, Research, Innovation and Science

Digs A specific, often informal arrangement particularly common in student housing, in which a lodger rents a room within an owner-occupied dwelling. It is typically a Rent-a-Room–style setting in an owner's principal residence

'De facto' landlord A person, not necessarily the legal owner, who performs landlord-like functions, such as collecting rent, setting house rules, managing repairs, or initiating eviction. This may include head tenants sub-letting to others

Exclusive possession The legal right to occupy premises to the exclusion of all others, meaning that the landlord can only enter the property with permission of the occupant, except in an emergency

EEI English Education Ireland

HEA Higher Education Authority

Head tenant A tenant who rents the entire property from the property owner and then grants a sub-tenancy or licence to another person (the sub-tenant or roommate)

ICOS Irish Council for International Students

IHREC Irish Human Rights and Equality Commission

LA Local Authority

Licence agreement A contractual arrangement granting a licensee permission to occupy a room or premises without creating a tenancy; typically unwritten or based on a standard form but lacking the statutory rights of a lease under the RTA

Licensee An occupier of residential premises under a licence agreement. This includes both (a) those in non-statutory arrangements, who are outside the RTA and lack statutory protections, and (b) certain categories recognised by the RTA, such as SSA residents, who are granted specific legal rights

Licensor The individual or entity granting a licence to occupy; can be the property owner or a head tenant acting in that capacity

Lodger A licensee who occupies a room in the owner's principal private residence, sharing living facilities such as kitchens or bathrooms, with the owner normally residing on the premises. In this report, the term refers specifically to Rent-a-Room occupants. Lodgers fall outside the Residential Tenancies Act (RTA) but may hold contractual rights under their licence agreement

Part 4 tenancy A tenancy protected under Part 4 of the Residential Tenancies Act 2004, typically lasting longer than six months; can only be terminated by landlords on grounds explicitly set out in the Act

PBSA Purpose-Built Student Accommodation is a type of accommodation specifically constructed to house students under licence or tenancy agreements

PRS Private Rental Sector

Renter Any individual who pays for the use of residential accommodation, whether under a tenancy or licence arrangement

RTB Residential Tenancies Board. A public body established to regulate and support the private rental sector, Approved Housing Bodies, and student-specific accommodation under the Residential Tenancies Act 2004

SSA Student Specific Accommodation

Tenant An individual occupying residential premises under a lease governed by the Residential Tenancies Act 2004, enjoying exclusive possession for rent, with statutory rights and obligations under the RTA

USI Union of Students in Ireland, also known as Aontas na Mac Léinn in Éirinn (AMLÉ)

Executive Summary

In Ireland's deepening housing crisis and acute affordability challenges, there are a category of renters who live entirely outside the protections afforded to tenants under the Residential Tenancies Acts (RTA). These residents, collectively known as licensees, live in licence arrangements, such as spare-room 'digs,' Rent-a-Room schemes, head tenant sublets, and other unregulated lets. While often associated with student living, this form of accommodation spans a much broader demographic seeking affordable housing. Yet, unlike tenancies governed by the RTA, licensees receive no formal recognition or registration, have no access to the RTB's dispute-resolution services and therefore lack fundamental safeguards against sudden eviction, arbitrary rule-making or neglected repairs.

Despite some occasional public commentary in recent years, no comprehensive empirical study to date has measured and examined the prevalence of residential licence agreements. In this context, this report examines this largely unregulated sector. As the findings show, the residential licence sector has expanded and is increasingly relied upon as a source of affordable accommodation. However, it operates without the safeguards and security of private rental sector tenancies. This is particularly challenging because licensees have very limited rights and access to justice, leaving them uniquely vulnerable to the high costs and often poor standards that are common in the Irish Private Rental Sector (PRS). The analysis focuses on the implications of licensees' precarious position, their lived experiences, and how the sector operates. It also advocates for the introduction of rights to mitigate their insecurity and vulnerabilities.

To make clear the nature and scale of these vulnerabilities, this report draws on multiple sources of evidence: detailed focus-group discussions with licensees; focus groups with Threshold advisors; interviews with housing policy and legal experts; analysis of RTB tribunal decisions and case law; and government data and policy reports, each offering a unique and complementary perspective.

Key Takeaways

Precarity by design: Residential licence arrangements were designed precisely to fall outside the remit of the RTA and its enforcement body, the RTB. This deliberate exclusion denies licensees access to the procedural safeguards, such as statutory notice periods, deposit dispute spaces, and regulated eviction processes that tenants enjoy. As a result, the vast majority of licensees are left with no formal avenue to resolve disputes, enforce repairs, or even confirm their right to occupy, trapping many in cycles of uncertainty and distress.

Mislabelling contracts to evade obligations: Some landlords routinely invoke the term 'licence' to preclude any possibility of a tenancy, in an attempt to sidestep the RTA's maintenance, registration, and dispute-resolution requirements. Despite granting licensees fixed-term exclusive possession indistinguishable from a tenancy arrangement, the licence label is used to avoid landlord duties. This practice not only tries to undermine the rule of law but also creates a segmented rental market where those least able to bear the costs of poor housing – students, low-income workers, migrants – are systematically denied basic legal protections.

Tax incentives without tenant safeguards: The Rent-a-Room tax relief scheme offers hosts up to €14,000 in annual tax-free income for renting spare rooms, but it fails to confer any reciprocal rights on licensees. This means that, while licensors benefit financially, occupants are left without even the most fundamental safeguards, such as statutory notice or minimum-habitability standards. In effect, the State subsidises the creation of a sub-market in which hosts reap tax advantages while

licensees shoulder the burden of insecurity and neglect.

Judicial embrace of substance over form: A systematic analysis of RTB tribunal decisions shows a consistent judicial willingness to re-characterise licence agreements as tenancy agreements. Frequently, when a resident demonstrates exclusive possession, regardless of contract terminology or service-fee labels, tribunals re-characterise the arrangement as a tenancy. This substance-over-form jurisprudence starkly underscores the disconnect between legal labels and lived realities, but licensees rarely access this remedy, as they lack both the awareness and means to present their case to the RTB.

Fragmented information and support: Licensees confront an absence of clear, authoritative guidance. The RTB provides no dedicated resources on licence arrangements, local authorities lack jurisdiction, and frontline charities like Threshold are limited in the kind of support they can offer given the lack of recourse and safeguards available. This information vacuum exacerbates stress, prolongs housing precarity, and inflicts measurable harm on licensees' mental and physical well-being.

Policy recommendations

1. Recognise de facto landlords in the RTA and apply core RTA protections and obligations
2. Define and list protected licence categories in the RTB
3. Calibrate protections by licence type
4. Introduce an assumption of tenancy in the RTA
5. Presumption of tenancy for long-term sub-tenants
6. Extend deposit protection and minimum notice periods to licence arrangements
7. Establish a central residential licence registry
8. Enforce minimum standards to licence arrangements (excluding Rent-a-Room)
9. Creation of a one-stop information hub
10. RTB to produce and distribute an official template agreement for licence arrangements
11. Reform the Rent-a-Room relief pro rata to occupation days
12. Link Rent-a-Room tax relief to high quality standards
13. Tailored framework for Rent-a-Room arrangements.

SECTION 1
INTRODUCTION

Section 1 – Introduction

The contemporary rental market in Ireland is profoundly shaped by a critical imbalance between supply and affordability. The cascading consequences for prospective renters have been escalating prices and rapidly declining affordability. Nationally, rental prices have surged by 115% since 2010, more than four times the EU average.[1] This growth has severely impacted affordability, leading to close to one-in-five tenants paying over 40% of their disposable household income on housing costs, with nearly one-in-ten paying more than 50%.[2]

The growth of the Private Rental Sector (PRS) is one of the most notable developments in Irish housing in past years, with the sector now housing approximately 18% of all households in Ireland.[3] The PRS is becoming a permanent home for a variety of households with different housing needs. However, evidence suggests that rental housing can be precarious due to issues of tenure insecurity,[4] poor housing conditions and high rents,[5] and limited access to legal protections.[6] While in recent years renters' protections have been relatively expanded in Ireland,[7] the new protections affecting residential licences have specifically targeted licensees in Student Specific Accommodation (SSA), which are residential licensees but fall under the remit of RTB and the RTA; this only affects students living in Purpose-Built Student Accommodation (PBSA). But for other licensees - whether living with homeowner in digs, renting under the Rent-a-Room scheme, occupying rooms from head tenants in subletting arrangements, or residing in other informal lets – the situation remains largely unchanged and significantly less protected.

Low-income earners, lone parents, migrants, the unemployed, students, and the elderly are among the renters who experience heightened housing precarity.[8] For student renters in particular, the critical shortage of suitable and affordable student housing is a key factor behind their rising rental costs, leading to widespread housing instability, poor living conditions, and financial distress for students and their families. Those poor housing outcomes are linked to increased likelihood of youth homelessness, mental health effects, elevated education drop-out rates, and poor academic performance.[9] Quantitative evidence from recent student surveys underscores the severity of these housing challenges: approximately 67% of students experience financial difficulties in meeting accommodation costs, nearly 49% have considered withdrawing from their courses due to housing issues, and notably, 55% of students report confusion regarding their tenancy or licensee status,

[1] Eurostat housing index: https://ec.europa.eu/eurostat/web/products-eurostat-news/w/ddn-20250704-4

[2] 2024 EU-SILC data: https://www.housingagency.ie/data-hub/housing-cost-overburden (ilc_lvho28)

[3] Central Statistics Office - CSO. (2023). Census of population 2022 – Profile 2: Housing in Ireland https://www.cso.ie/en/releasesandpublications/ep/p-cpp2/censusofpopulation2022profile2-housinginireland/homeownershipandrent/

[4] Russell, H., Privalko, I., McGinnity, F., & Enright, S. (2021). Monitoring adequate housing in Ireland. Economic and Social Research Institute; Irish Human Rights and Equality Commission.

[5] Lima, V. (2020). The financialization of rental housing: Evictions and rent regulation. Cities, 105, 102787

[6] Morley, C. (2022). Renting and Risk: An analysis of the vulnerabilities of renting. Threshold and Citizens Information Board.

[7] Byrne, M., & McArdle, R. (2020). Security and agency in the Irish private rental sector. Irish Research Council; University College Dublin; Maynooth University.

[8] Soaita, A., Munro, M. & Mckee, K. (2020) Private Renters' Housing Experiences in Lightly Regulated Markets: Review of Qualitative Research. UK Collaborative Centre for Housing Evidence); Lima, V. (2025) Housing Challenges and Needs of Migrants in Ireland, The Housing Agency.

[9] Houses of the Oireachtas (2019), Joint Committee on Education and Skills Report on Education inequality & disadvantage and Barriers to Education, 32/ES/24.

emphasising significant uncertainty and vulnerability within current housing arrangements.[10]

A housing shortage and affordability crisis in the private rental market has led to increased uptake of the Rent-a-Room scheme, by which property owners can rent rooms in their home with significant tax benefits. In practice, the scheme's growth, alongside the ongoing housing shortage, has added more accommodation to the housing market; however, while this has been beneficial for many, it operates outside the standard rental regulations. Because of this lack of regulation, it may set a precedent that contributes to a broader normalisation of poor housing standards in parts of the rental market. As low-income individuals with very few housing options, licensees often struggle to find stable housing. The increasing unaffordability of the rental market has led to house-sharing, sometimes well into adulthood, becoming an increasingly common way to afford housing. It is essential to understand and address the challenges faced by those living in one of the most precarious housing situations in the PRS in Ireland to date.

To ensure clarity, this report applies the term 'licensee' to refer to those residing in all types of unregulated lettings; 'lodger' refers specifically to a licensee in a Rent-a-Room arrangement within the owner's principal private residence, normally sharing facilities with the homeowner. 'Landlord' refers only to parties in genuine tenancy arrangements under the RTA. 'Licensor' describes the provider in bona fide licence arrangement outside the RTA, whether an owner or a head tenant. Other key terms are defined in the Glossary section alongside abbreviations.

1.1 The Problem

Licensees are individuals who pay for a room or space under a licence agreement, usually a room from someone else whether that be the owner occupier or another tenant. In essence, a licensee is granted permission to occupy a space but does not acquire a legal estate or interest in the land, nor do they have the same degree of independent or exclusive possession that defines a tenancy.[11] Exclusive possession means having the right to live in a space where the landlord or licensor, or others, cannot enter without permission. A licensee is distinguished from a tenant primarily by their lack of independent possession over the premises they occupy. A licence can be terminated by the person who grants it (licensor), and minimum statutory notice periods do not apply.

Table 1 outlines the various situations that frequently constitute a licence agreement rather than a tenancy in Ireland, categorised by their six primary arrangement types. This list is non-exhaustive, but covers the main types encountered by Threshold advisors in their direct activities working with renters.

[10] Union of Students in Ireland. (2024). Accommodation and Commuting Survey 2024 [Unpublished raw data; survey conducted February–June 2024, n = 3565]. Ireland.

[11] Wylie, J. C. W. (2022). Wylie on Irish Landlord and Tenant Law (4th ed.). Bloomsbury Professional.

Table 1 – Licence arrangement types and features

Licence arrangement type	Specific agreements	Key features (implicit, may vary)
1) Owner-occupied and shared living (includes digs)[12]	Rent a Room (sharing with the homeowner)	Homeowner resides in the property, implying lack of exclusive possession over the entire property
	Homeowner claims to live there (e.g. has a room with belongings in a room)	Homeowner maintains nominal presence to avoid tenancy creation
2) Subletting and head tenant	Sub-tenancy agreement (structured as a licence)	Primary tenant retains significant control or provides services to the sub-occupier.
	Sub-landlord arrangements	When the head tenant resides in the property, the sub-occupier is typically regarded as a licensee; if the head tenant has moved out, the arrangement can amount to a sub-tenancy
	Shared accommodation with a head tenant who is not the owner	Person letting the room is themselves a licensee or has an informal arrangement, complicating sub-occupier's status
	Registered sub-tenancy with absent head tenant	Head tenant has moved out but retains legal responsibility for the tenancy; sublets with landlord's permission under a separate agreement, must be registered with the RTB
3) Conditional occupation	Property is tied to employment	Accommodation provided by an employer as part of the job role (e.g. au-pair)
	Accommodation tied to voluntary work or internships	Room provided as part of a voluntary role or unpaid internship
4) Non-standard / informal dwellings	Granny flat / Garden shed	Structure may not meet full residential standards, or owner retains significant control
	Non-traditional buildings	Converted spaces or structures not formally designated as residential dwellings (e.g. garage, boats, commercial units)
	Caravans in caravan parks	Often seasonal or with significant park management control over pitch/services

[12] Digs are a popular and often informal arrangement, particularly prevalent in student accommodation, where a room is rented within an owner-occupied dwelling. It generally falls under the broader 'living with the landlord' RTA category and are the main type of property in the Rent-a-Room scheme. Digs are considered to be a ''sustainable long-term solution' to the student living crisis' in current government policy but students living in digs do not have rental safeguards as licensees. See: Union of Students of Ireland (2024). Student Digs National Survey 2023. Dublin, Ireland.

Licence arrangement type	Specific agreements	Key features (implicit, may vary)
5) Purpose-built and specialised	Purpose Built Student Accommodation (PBSA)	Designed for specific groups; provider retains control and offers services (though RTB now has dispute jurisdiction, but overall have tenancy-like rights)
	Sheltered housing or supported living facilities	Accommodation with care/support services; provider maintains high control
	Accommodation in religious orders or communal living arrangements	Room provided as part of membership/ participation, not commercial rental
6) Other arrangements	Guardianship agreement, communal living arrangements	Occupation to 'guard' a property (caretaker), often for reduced/no rent, without exclusive possession
	Room for a Student – local authority (LA) tenancies scheme	Letting by LA tenants to students under licence, with prior LA consent; income reckonable under differential rent

Those types of arrangements are by nature informal or unregulated, created by need, circumstances, and sometimes, encouraged by government policy (e.g. Rent-a-Room scheme). Where the arrangement is clearly understood and non-contentious, the licensee status itself might not be a source of dispute. For example, a typical short-term holiday stay where the guest leaves at the designed checkout time or a clear familial arrangement where the family member (e.g., an adult child) lives at home, does not pay rent (or only contributes to expenses), and there is no expectation of independent possession or a formal landlord-tenant relationship.

The existence of various types of residential licence agreements significantly complicates the establishment of a unified regulatory approach. The common element among these agreements is the precarious nature of tenure, with current regulations often failing to ensure adequate standards for licensees' accommodations, and licensees having little access to justice. This includes not only difficulties related to accessing legal recourse when disputes with licensors arise but also violations of individuals' rights to adequate housing, especially in relation to security of tenure, safeguards against eviction, non-discrimination, and habitability – central elements in human rights law regarding housing, such as Article 25 of the Universal Declaration of Human Rights and Article 11.1 of the 1966 International Covenant on Economic, Social and Cultural Rights (both of which Ireland has signed).[13] This is relevant because licensees face several challenges, which will be analysed in more detail in this report, such as:

- **Ambiguous status**

  Licensees often lack basic tenant protections under Irish law. They are largely excluded from RTB dispute services, and the burden falls on them to legally prove tenancy status.

- **Barriers to deposit protection**

  Deposit disputes not covered by the RTA, including a homeowner's room-letting and some sub-tenancies that bypass tenancy laws, require recourse via the Small Claims Court.

[13] Office of the United Nations High Commissioner for Human Rights, The Right to Adequate Housing. Fact sheet No. 21/Rev.1. UN Habitat, 2009.

- **Absence of notice periods**

  Licensees lack statutory notice periods. Agreements are informal, leaving them vulnerable to instant eviction, and agreed-upon notice periods may be unenforceable for the licensee. There is no available data on the number of licensee evictions.

- **Vulnerability to discrimination**

  Licensees are usually protected by Equal Status Act, except when renting a room in an owner-occupied home, where the Act does not apply.

- **Substandard conditions**

  Most licensees are not protected by private rented housing standards, as regulations typically apply to entire dwellings and not individual rooms.

The existing Irish legal and policy framework promotes informality and precarity in the licensee sector by creating legal gaps that exclude statutory tenancy protections. This leaves a significant portion of the rental market unregulated and licensees vulnerable and insecure.

The precarity of housing in this sector requires greater discussion and investigation. While specific licensee issues are not new and have received limited scholarly attention, their significance is increasing, particularly in light of Government proposals to relax planning permission rules, which may expand the use of garden homes for permanent residential use. This highlights the need for legislative reform and expanded legal protections for licensees within the Irish PRS.

1.2 Research Aims, Objectives and Structure of the Report

Against the background of Ireland's acute housing supply shortage and declining affordability, this report aims to comprehensively identify, analyse, and propose solutions for the distinct challenges faced by residential licensees. This understanding is critical to informing effective policy development, implementation, and the provision of targeted support services.

To achieve this overarching aim, the report sets out the following specific objectives:

1. To define and map the precarious landscape of licensee arrangements in Ireland, elucidating the critical legal distinctions from tenancies and detailing the multifaceted vulnerabilities experienced by licensees. These includes their limited statutory rights, lack of security of tenure, and exposure to substandard conditions and judicial redress.

2. To critically assess the current legal and regulatory framework governing licensees and avenues for dispute resolution, highlighting specific barriers to justice and the disproportionate impact on vulnerable sub-groups, such as international students.

3. To propose legislative, policy, and support service recommendations designed to extend essential protections to licensees, enhance their access to justice and ensure decent living conditions.

1.3 Report Structure

This report is structured to provide a comprehensive analysis of the licensee categorisation and its implications, moving from broad context to specific recommendations. The remainder of the study is organised as follows:

Section 2 provides a scholarly backdrop on informal housing and existing research on licensee rights and vulnerabilities.

Section 3 details the empirical approach, including data collection methods, participant selection, and ethical considerations.

Section 4 establishes who qualifies as a licensee under Irish law, categorises informal occupancy arrangements, and outlines how the licence–tenancy distinction shapes rights to possession, notices, deposits, evictions, and, access to justice in the Small Claims Court, with a special research highlight section on international students' housing experience as licensees.

Section 5 critically examines relevant legislation, analyses key RTB tribunal cases, and compares decisions to clarify the RTB's role in safeguarding licensee rights.

Section 6 presents the core empirical findings from the focus groups with licensees, detailing challenges such as perceived invisibility as renters, insecure tenure, deposit protection issues, absent notice periods, discrimination, and substandard conditions.

Section 7 presents policy recommendations and their rationale, considering the challenges of implementation.

Section 8 concludes the report.

SECTION 2
THE LIGHTLY REGULATED SECTOR, INFORMAL HOUSING AND POLICY GAPS

Section 2 – The Lightly Regulated Sector, Informal Housing and Policy Gaps

Largely hidden within the wider housing market, demand for less regulated options reflects a shortage of affordable alternatives in the PRS. Informal housing constitutes a pervasive yet frequently underestimated element within contemporary housing landscapes and is particularly pronounced in regions grappling with severe housing crises.[14] This phenomenon is broadly defined by actions that often contravene tenancy rules or which offer residents few protections within these rules.[15]

Informal housing covers a broad spectrum of arrangements, ranging from homes that are constructed or converted, such as adapted sheds or 'granny flats' that may (not always) be structurally sound but are informally leased, to various rental agreements that fall outside the remit of prevailing residential tenancy legislation, including shared housing, room rentals and subletting. The informal, unregistered and unaccounted nature of these arrangements often renders them invisible within conventional data collection mechanisms, thereby complicating efforts to accurately quantify their true scale and societal impact.

A compelling illustration of this opacity in the Irish rental sector, particularly in relation to the residential licence model, is the significant data discrepancy observed. Following the publication of the 2022 Census, a substantial divergence emerged between the number of tenancies reported and those officially registered with the RTB. At that time, the Central Statistics Office (CSO) figures recorded more tenancies than the RTB. The Joint Committee on Housing, Local Government and Heritage in 2023[16] was informed that this discrepancy was likely due to the significant differences between the way relevant data was collected by the two bodies. This episode highlights that despite increasing numbers of individuals living under residential licence agreements due to housing market pressures, the precise count of licensees remains unknown, as suggested by the RTB–CSO data gap issue.

While Census 2022 identified 330,632 households renting from a private landlord, the RTB estimated only 246,453 private rented tenancies were registered at the end of 2021, indicating a gap of over 84,179 tenancies. Several factors potentially contribute to this discrepancy: 1) the Census relies on self-completion by householders, while RTB data is based on landlord registrations; 2) misclassification of some Approved Housing Body (AHB) dwellings as private rentals in the Census; 3) the existence of licence arrangements and 4) the non-registration of private rental sector tenancies. An investigation by the CSO found that of the 73,002 unmatched properties, 47,754 were possible informal rental arrangements, while 25,248 were likely formal private rentals that were unregistered with the RTB.[17] The former is probably the most significant contributor to this gap, as licensee numbers are not captured in RTB data because licensees are not considered to be tenants and so do not need to be registered with RTB. This suggests that the actual number of non-RTB-

[14] Lima, V. (2026). Collaborative housing as a strategy to address housing precarity and restore housing as a fundamental human right. In The handbook of precarious housing. Routledge (forthcoming).

[15] Gurran, N., Maalsen, S., & Shrestha, P. (2020). Is 'informal' housing an affordability solution for expensive cities? Evidence from Sydney, Australia. International Journal of Housing Policy, 22(1), 10–33

[16] Joint Committee on Housing, Local Government, Houses of the Oireachtas, Analysis of Private Rental Sector Discrepancies: Discussion (Tuesday, 10 Oct 2023)

[17] Central Statistics Office. (2024). Rented from private landlords 2022 [CSO Frontier Series Research Paper]. Central Statistics Office.

registered dwellings – including both licensees and unregistered tenancies – is higher than official figures indicate. These data gaps lead to a fundamental lack of knowledge regarding the true scale of private rental arrangements. It has been suggested that this trend indicates that some landlords may be fleeing regulation rather than exiting the sector entirely.[18]

The proliferation of informal housing arrangements is fundamentally driven by intense pressures within the formal housing market. In Ireland, the acute demand for rental properties, exacerbated by a persistent housing crisis, creates multiple drivers for the use of licence agreements, including not only property owners seeking to bypass statutory obligations, but also Rent-a-Room arrangements, accommodation tied to employment, and guardianship arrangements.[17] While some property owners may attempt to structure arrangements as licence, this does not automatically exempt them from statutory obligations governing the residential rental sector. Protections such as security of tenure, prescribed notice periods for termination, and registration with the RTB can still apply depending on the nature of the occupancy.[19] By operating outside the formal tenancy registration system, some arrangements may lack oversight by the RTB, but this does not mean that these agreements are inherently free from legal obligations. This regulatory blind spot contributes to a market where a significant portion of rental arrangements remain outside the rental body's oversight, though the reasons for this differ between informal arrangements and unregistered tenancies.

The socio-economic implications of informal housing are deeply intertwined with issues of affordability, accessibility, and vulnerability. Individuals and households, particularly those in vulnerable populations, frequently resort to such precarious arrangements due to the scarcity of affordable housing, complex rental regulations, and discriminatory practices prevalent in the formal rental market.[20] While informal housing can, in contexts of severe undersupply, serve as a critical, even precarious, stop-gap solution, it concurrently exposes its occupants to substantial risks. These include substandard living conditions, potential exploitation by property providers, and a profound lack of legal recourse when disputes arise.[21]

Typologies of informal housing extend beyond simple room rentals to encompass a range of non-traditional and often unapproved living spaces. These include unauthorised constructions or alterations to existing properties, such as internal subdivisions, the addition of kitchens and bathrooms without approval, or the conversion of existing outbuildings like sheds, garages, and carports into residential accommodation without the necessary planning permissions. Other examples include the informal use of non-traditional buildings like converted commercial units, workshops, disused bars, agricultural structures, or even boats and caravans outside of designated parks, all of which lack formal residential designation and compliance measures. These arrangements often arise from a combination of demand-side pressures, such as chronic affordability issues, and supply-side factors, where property owners find it more profitable to provide informal extensions, short-term lettings or accessory dwelling units than to undertake formal, planned housing development. Those practices, when coupled with state-backed benefits, such as tax rebates (in Rent-a-Room arrangements), legitimise informal housing for inclusion in the formal property market, increasing

[18] Byrne, M. (2023). Budget 2024's tax relief for landlords 'a shot in the dark'. Irish Examiner, Opinion.

[19] Woods, U. (2025) Why is my landlord offering a licence and not a tenancy agreement? RTÉ.

[20] Network of Universities from the Capitals of Europe (2024). Assessing the Housing Challenges of International Students: A Collaborative Approach with ESU and ESN. Brussels, Belgium.

[21] Gurran, N., Maalsen, S., & Shrestha, P. (2020). Is 'informal' housing an affordability solution for expensive cities? Evidence from Sydney, Australia. International Journal of Housing Policy, 22(1), 10–33

the value and profit that can be made from it. This form of state-sanctioned informality may reduce housing standards without necessarily benefiting lower income occupants.[22]

The invisibility of informal housing within official statistics and policy frameworks is a critical challenge. First, there is a lack of relevant data to fully comprehend the extent of informal housing practices,[23] such as in the case of the lightly regulated residential licence arrangement sector in Ireland. And second, these arrangements frequently operate within a quasi-regulated system. For instance, the promotion of schemes like the Rent-a-Room tax rebate, while ostensibly designed to alleviate supply shortages, inadvertently contribute to the proliferation of informal arrangements that lack comprehensive regulatory oversight or occupant protection. Crucially, while created to increase the availability of rented residential accommodation, the Rent-a-Room tax relief scheme is governed by tax and finance laws, not by the primary residential rental legislation.[24] Revenue tax data suggest a tendency for licensors to price near the tax-free threshold (€14,000), but despite its long-term implementation, no studies have been conducted on specific inflationary effects or to offer a direct view on whether licensors are intentionally setting prices at that level to maximise the tax break.[25]

Licensees were deliberately excluded from the RTA. This is because, where there is potential for licensors to misuse licensee agreements, the RTA largely leaves the task of distinguishing borderline cases to judicial interpretation.[26] This perception further contributes to the licensees' unregulated status, the ongoing data void regarding their numbers and living conditions, and the ambiguity that continues to generate parliamentary discussions.[27]

Research published around the time of the enactment of the RTA in 2004 has noted that it can be difficult to distinguish between a tenancy and a genuine licence and that existing Irish case law on this distinction primarily concerns business lettings, providing 'limited guidance for present purposes in residential contexts'.[28] This legal ambiguity remains to this date. It not only highlights the need for adding clear definitions of tenant and tenancy in legislation but also stresses the systemic character of informal housing and the continued existence of a lightly regulated rental sub-sector, which leaves a significant cohort of residents vulnerable to precarity and a lack of statutory protection.

This confluence of factors, comprising the absence of comprehensive data, the limited categorisation of licence agreement types, explicit legislative exclusions from the RTA, financial incentives for homeowners, lack of oversight, and restricted access to justice, collectively delineates a legal and policy framework that actively promotes and sustains a segment of the housing market where

[22] Shrestha, P., Gurran,N., Maalsen,S. (2021). Informal housing practices. Int Journal of Housing Policy,21(2),157–168.

[23] Huda et al., (2024). The Trends and Patterns of Informal Housing Practices in Australia. Urban Policy and Research, 42(4), 445–462.

[24] Contained in section 216A Taxes Consolidation Act 1997 (TCA)

[25] Tax Reliefs Dáil Éireann Debate, Tuesday - 25 March 2025 https://www.oireachtas.ie/en/debates/question/2025-03-25/284/

[26] Law Reform Commission Consultation Paper on the General Law of Landlord and Tenant (LRC CP 28 – 2003)

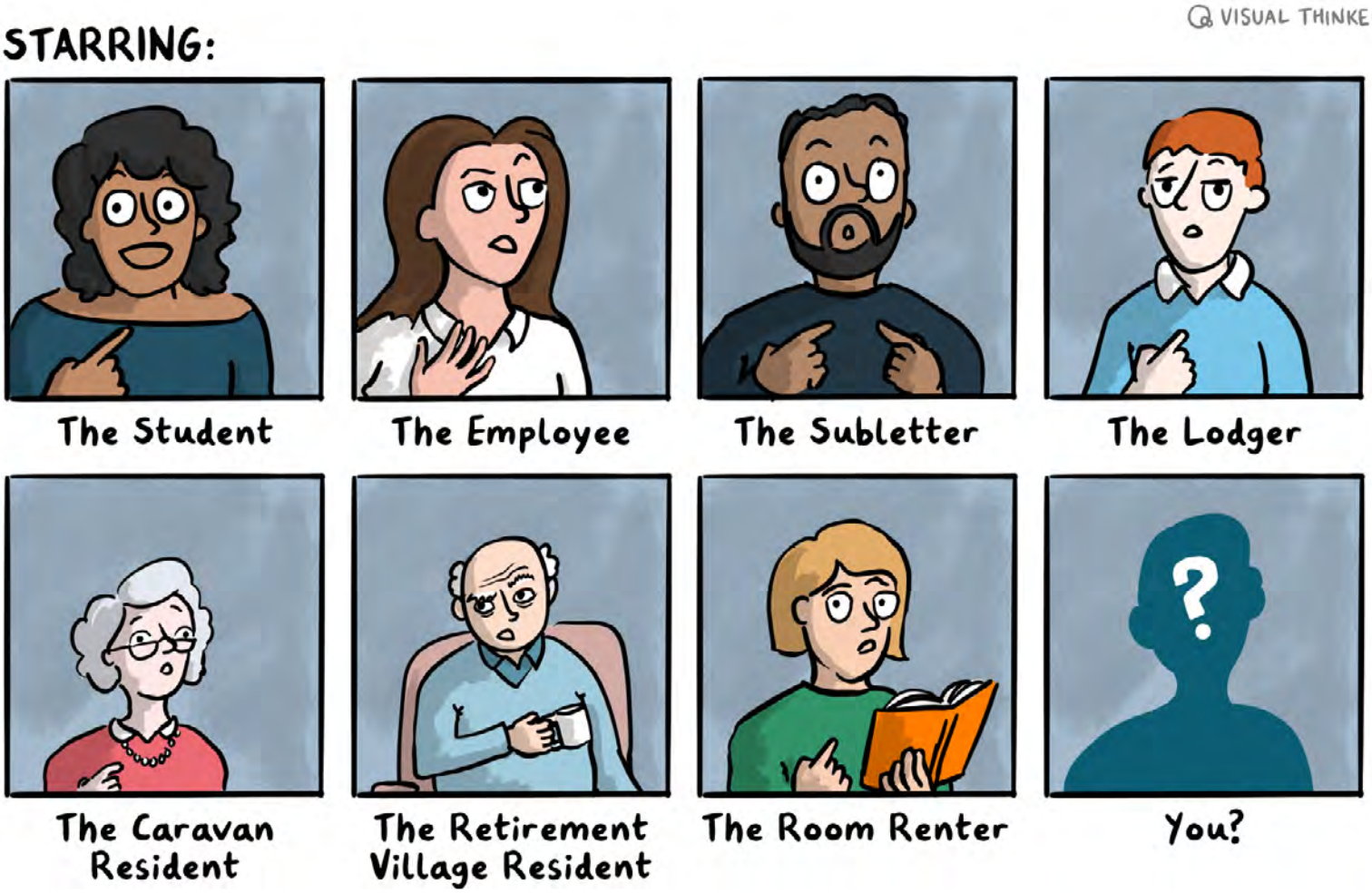
[27] See, for example, 'Tax Reliefs Dáil Éireann Debate, Tuesday - 16 April 2024' and Joint Committee on Housing, Planning and Local Government debate - Thursday, 22 Nov 2018

[28] Ryall, Á. (2006). Residential Tenancies Act 2004: Review and Assessment. Judicial Studies Institute Journal, 6(1), 60–81.

licensees are afforded minimal rights and protections. This leaves them with constrained housing options – sometimes restricted to informal or unregulated arrangements – and acutely exposes them to exploitation, arbitrary no-fault evictions, and substandard living conditions. In essence, there is a significant regulatory lacuna within Irish residential law, where informal arrangements create a largely unregulated rental market. This indicates a pressing need for policy and legislative reform to better protect the broad range of people living under various forms of licence arrangements, while considering a proportionate balance between the constitutionally protected rights of a resident licensor in owner-occupied situations and the rights of licensees,[29] to ensure fundamental protections for all rental market residents.

[29] Skeffington, 2018.

SECTION 3
RESEARCH DESIGN AND METHODOLOGY



Section 3 – Research Design and Methodology

3.1 Research Design

This study employs a mixed-methods approach to gather comprehensive data, combining qualitative insights from interviews and focus groups with a robust analysis of existing policy documents, case law, government statistics, and relevant policy reports. The triangulation of data sources allowed for a multi-dimensional understanding of the licensee experience in Ireland.

3.2 Data Collection Methods

In-depth semi-structured interviews were conducted with five policy and legal experts, and two distinct focus groups were also facilitated to capture lived experiences and professional perspectives. One focus group comprised Threshold licensee clients, and the second group consisted of Threshold frontline staff (advisors).

Qualitative data collected from interviews and focus groups underwent thematic analysis using NVivo software. This process involved systematic coding, categorisation, and identification of recurring themes and patterns to extract key findings related to licensees' experiences, challenges faced, and the policy landscape.

To contextualise and triangulate the qualitative findings, the research also incorporated a thorough analysis of secondary data. This included a review of relevant policy documents, key tribunal cases pertaining to tenancy and licence distinctions, and reports from governmental and non-governmental organisations. This broader data analysis provided a comprehensive backdrop against which the specific experiences of licensees could be understood, contributing to a holistic profile of licensees and the systemic issues impacting their housing outcomes.

3.2 Participant Selection and Demographics

Participant selection for this study was purposive, aiming to gather diverse perspectives relevant to the licensee experience. Threshold supported the recruitment of licensees among their clients who had previously demonstrated interest in participating in their research. Threshold advisors were recruited in a similar manner. Policy and legal experts were identified and recruited by the author:

1. Expert participants (one-to-one interviews): Five policy and legal experts were selected based on their extensive knowledge and experience in Irish housing law, tenancy regulations, and housing issues. These interviews took place in late 2024 and early 2025. Their insights were crucial for understanding the legislative framework and its practical implications. Experts included two established academics in Irish universities, two barristers with long-standing experience in residential sector disputes and in RTB tribunals, and a senior policy analyst in the charity sector.

2. Frontline staff / Threshold advisors participants (focus group): Four Threshold advisors participated in a focus group in April 2025. They shared their perspectives grounded in their daily interactions with individuals facing housing challenges, with a focus on licensee cases. The discussions centred on understanding the practical implications of licensee status, barriers to accessing rights, and the efficacy of current support mechanisms provided by Threshold.

3. Licensee participants (focus group): Ten current and former licensees participated in a focus group in April 2025. The focus group with licensees provided direct insights into the lived experiences of individuals under these arrangements, expectations, and views on better licence legislation. The demographic profile of the licensee participants included students and professionals living in licence arrangements around Ireland. Table 2 provides a summary of the demographic and professional profiles of the licensee participants at the time of the focus group, presented in a comparative format.

Table 2 – Focus group participant profile: comparative summary

Category	Sub-category	Number of participants	Percentage (%)
Gender	Male	7	70%
	Female	3	30%
Age range	18-24 years	5	50%
	25-34 years	4	40%
	35-44 years	1	10%
Professional status	Student	5	50%
	Professional	3	30%
	Out of work	1	10%
	Unspecified	1	10%
Region	Dublin	6	60%
	Other Ireland [30]	2	20%
	Co. Galway	1	10%
	Co. Louth	1	10%
Living arrangement	Live with licensor	6	60%
	Live with head tenant	3	30%
	PBSA	1	10%
Common issues reported	Forced eviction	7	70%
	Harassment	6	60%
	Intimidation	3	30%

The demographic profile of the licensee participants, as summarised in Table 2, shows a diverse

[30] Location not provided by participants.

range of ages and living arrangements. A notable trend is the significant representation of individuals aged 18-34 living with the homeowner. This highlights the particular impact of licence agreements on the student population but also shows that precarious licence arrangements affect working-age adults, often in shared living situations. Concerningly, there is a high incidence of severe issues such as forced evictions, harassment, lack of security of tenure, and poor living conditions. Out of the 10 focus group participants, seven faced forced eviction, where they reported either being forcibly removed from the premises, given extremely short notice to leave, or had the locks changed. Because licensees who have been forcibly evicted cannot bring a case to the RTB, there is a systemic undercounting of such rental evictions; this means that these incidents do not show up in official RTB statistics.[31]

3.3 Ethical Considerations

All research activities were conducted in accordance with established ethical research guidelines and best practices. Participants were fully informed about the nature, purpose, and scope of the study. Consent was obtained and included details of participants' rights, the voluntary nature of their involvement, the intended use of their data, and the measures in place to protect confidentiality and anonymity. Particular care was taken to ensure that participants understood they could withdraw from the study at any point without consequence. Their insights were integrated into the research findings in a manner that preserved their anonymity and professional integrity, unless express permission was granted for attribution. Special ethical attention was paid to participants with lived experience of precarious or informal housing. The author and the Threshold team took care to approach these conversations sensitively, acknowledging the emotional weight of topics such as forced eviction, harassment, and housing insecurity. Where appropriate, participants were guided toward relevant support services or advocacy groups.

[31] See Community Action Tenants Union - CATU. (2025). Eviction Nation: Evictions in Ireland from 2015 to 2024.

SECTION 4
UNDERSTANDING THE LICENSEE CATEGORISATION AND ITS IMPLICATIONS

Section 4 – Understanding The Licensee Categorisation and its Implications

This section focuses on the fundamental legal concept of a residential licence in Irish law, categorises the various forms of licensee arrangements, and explores the critical implications arising from the distinction between a tenancy and a licence. This understanding is necessary for comprehending the precarious position of a significant segment of Ireland's rental population.

4.1 Defining a Licensee in Irish law

In Irish property law, a licensee is fundamentally understood as an individual granted permission to occupy a space without acquiring a legal estate or interest in the land. Unlike a tenant, a licensee does not possess the same degree of independent or exclusive possession over the premises they occupy.[32] This distinction is relevant because it determines the applicability of statutory protections.

The RTA 2004, while introducing a comprehensive framework for private residential tenancies, deliberately excluded certain arrangements from its remit. Specifically, Part 1, Section 3, Subsection 2 of the Act contains carve-outs that explicitly only apply to a 'tenancy of a dwelling' and expressly exclude situations 'where the landlord also resides' (RTA, s.3(2)). As highlighted by Expert 5, this legislative intent to exclude such arrangements from the RTA's protections was a conscious decision, effectively *'defining what does not constitute a tenancy under the Act and, by extension, classifying these occupants as licensees.'* All experts agreed that the most important difference between a tenancy and a licence is the absence of exclusive possession for licensees. This implies that licensees have permission to access and use the property, while tenants hold the right to enjoy peaceful and exclusive occupation of the property.

4.2 Strategic Use of Licence Agreements and the Enforcement Challenges

Determining whether an arrangement is a tenancy or a licence under Irish law presents both legal and practical challenges. While these challenges can arise from genuine ambiguity in the facts or terms of an agreement, in practice they often stem from deliberate efforts by some accommodation providers to present tenancies as licences to avoid the obligations of the RTA. Following several amendments to the RTA to date, landlords in Ireland now face open-ended tenancies, tighter rent controls, and mandatory annual RTB registration. The classification of a residential agreement as a tenancy, as opposed to a licence, confers significant rights on the tenant and so less attractive to landlords and licensors. Consequently, some property owners attempt to bypass these rules by insisting that prospective residents sign agreements explicitly named licences and containing typical licence provisions,[33] even when they are essentially tenancies.

[32] Wylie (2022).

[33] Woods, U. (2024) The legal distinction between lease and licence relationships. Law Society Gazette, 27-31.

The historical context reveals that the use of licences in England since the 1970s was a deliberate strategy to circumvent rent regulations, leading to a body of case law. Street v Mountford [1985] is a landmark English case that clarified how to distinguish a tenancy from a licence. The distinction is important because tenants have statutory rights, the protection of rent setting rules and security of tenure; a lease also has proprietary effects that can bind third parties, whereas a licence does not. In this famous dispute, which serves as a classic example of landlords attempting to misclassify tenancies as licences based on contractual wording, the House of Lords definitively ruled that an agreement granting exclusive possession of a property for a term at a rent creates a tenancy, regardless of the parties' stated contrary intention, in that way preventing landlords from evading tenant protections.[34] Expert 4 noted that *'a lot of lawyers and landlords in Ireland are trying very hard to do that here.'* This is, in fact, confirmed in the analysis of case law in Section 5. This is particularly relevant in Ireland because, as Expert 4 commented above, some landlords and lawyers have tried to replicate the UK strategy of misclassifying tenancies as licences to avoid tenant protections. The case therefore provides a legal foundation to challenge such attempts and protect occupants' rights under Irish law.

Evidence from advisors' accounts and survey findings shows that many occupants enter such arrangements, such as taking a room in an existing house share, without realising they are licensees, and often the head tenant is equally unaware of the legal implications. This may result from low awareness or uncertainty about whether a tenancy was registered with the RTB, rather than from deliberate evasion. Among students surveyed,[35] only 28.2% were certain their accommodation was registered with the RTB, reflecting regulatory ambiguity and the fact that, according to CSO data, approximately 25,000 tenancies are unregistered – a significant but still a small fraction of the 250,000–300,000 tenancies in the private rental sector. Additionally, 39.7% reported having no written agreement, conditions that, while not preventing a person from being recognised as a tenant or from enjoying protections under the RTA, can contribute to uncertainty, informality, and reduced awareness of rights, particularly for those in licence-type arrangements. Taken together, these figures illustrate how gaps in awareness and formality can be exploited by some landlords, leaving many renters uncertain about their legal status and the protections they may have under Irish tenancy law.

By presenting agreements as licence, often with vague or misleading terms, landlords may try to flout RTA obligations. Even when agreements include not-so-reasonable clauses – such as one case where the agreement stated that the landlord and his family could stay in the residence on match days and holidays[36] or the restrictions of residents' presence in the property to specific hours and weekdays only[37] - renters will often accept unreasonable and sub-standard conditions due to their lack of options and desperation to find a place to live.[38]

For renters who do not understand Irish tenancy law or their rights, who might be new to the country, or who speak English as a second language, this creates a profound power imbalance. The housing shortage and affordability pressures make prospective renters desperate enough to sometimes accept any accommodation presented to them due to the current housing shortage, making them

[34] Street v Mountford [1985] UKHL 4, [1985] AC 809, [1985] 2 WLR 877. More information here: https://en.wikipedia.org/wiki/Street_v_Mountford

[35] USI (2024)

[36] See Residential Tenancy Tribunal decision number TR1113-000500 in Woods (2024).

[37] Kearns, A. (2023). The unregulated nature of student digs. STAND Newsroom.

[38] See Woods (2024); Skeffington, P.S. (2018); Lima (2025).

vulnerable to short-notice evictions, arbitrary rules, and unaware they can access a formal dispute mechanism via the RTB. Most of the experts spoke about how highly complex the RTA is and that it is *'probably the most complex in the world (...) an excellent sophisticated system. But also so clever that a lot of people and most lawyers I know just don't understand it'* (Expert 4). Expert 5 said that *'there have been so many amendments to it [the RTA]. And those amendments that have been made have been so piecemeal. Even for landlords and tenants, it's proving very difficult to navigate. If anything, they absolutely need legal advice, because it's so convoluted.'*

In turn, advisors mention how confusing the legislation feels for licensees and that it usually takes them a while to understand the precarity of their living situation. Advisor 2, for example, spoke about how often licensees *'confuse the lines between the fact that they actually have zero rights.'* As described, in practice, the RTA allows licensors to operate in a regulatory void, leaving licensees in an uncertain and easily exploited position.

Despite existing definitional ambiguities and practical uncertainties, it is possible to attempt identifying, from both the RTA and recent RTB decisions, some key hallmarks that often separate a tenancy from a licence, especially when a written agreement is provided. Those are laid out in Table 3.

While some may contend that the RTA provides a clear definition of a licensee, this is often not the case. The Act does not explicitly define what constitutes a licence agreement; instead, it delineates what a tenancy is not by specifying which arrangements are excluded from its scope. This means that while certain clauses may serve as hallmarks of a purported licence, as shown in Table 3, they do not guarantee that the arrangement will legally be recognised as such if challenged under the RTA's underlying principles. This is the case especially in situations where the lines between a licence and a tenancy are particularly blurred. Evidence of this is shown at RTB tribunals, where a number of such arrangements labelled as licences were deemed to be legitimate tenancies.

Table 3 – Key hallmarks of a licence agreement

Feature	Description	Legal effect	Example from practice
No exclusive possession	Clause explicitly states that the occupant does not have exclusive possession of the room or property	Helps distinguish from a tenancy, which requires exclusive possession	Licensor lives in the house; licensee is required to keep bedroom unlocked; owner-occupier retains a key to all rooms
No tenancy intention	Agreements that include a statement that it is not intended to create a tenancy	Courts often consider intention in determining legal status	Agreements stating that it does not constitute a tenancy under the Residential Tenancies Act 2004
Mobility clauses	Licensor reserves right to relocate the occupant from one room to another	Undermines permanence typical of a tenancy	Resident may be reassigned to alternative rooms at the discretion of the licensor
Licensor's right to reside	Clause allows licensor or a family member to reside in the dwelling	Qualifies as licence arrangement, excluded from RTA	The licensor keeps a bedroom on the premises and resides occasionally on-site
Provision of services	Licensor reserves right to enter premises for services like cleaning or linen change	Reinforces licence status due to retained control	Weekly cleaning service, e.g. licensor enters bedrooms every Monday for cleaning without asking permission
Rules and inspections	Imposes rules and permits licensor inspections (e.g., cleanliness, visitors)	Indicates lesser autonomy, reinforcing licence classification	E.g. guests are only permitted between 6–9pm on weekends; no cooking or shower after 10pm
Shared accommo-dation structure	Separate agreements for individual rooms with shared access to common areas	Weakens claims of joint tenancy or collective occupation	E.g. House with four occupants on individual agreements recruited separately, sharing kitchen
Short notice periods	Licence agreements may allow for very short termination notices	Suggests a licence rather than a tenancy with statutory notice rights	This agreement may be terminated by either party with (e.g., 7 days) written notice

4.3 How Landlords Attempt to Circumvent Legislation

Table 4 presents a consolidated list of strategies employed by some landlords and or property owners in arrangements that may be structured as licence or unregistered tenancies, which can result in occupants not receiving full tenancy protections under Irish law. The table incorporates insights from case law, reports, academic papers, and parliamentary debates. These were discussed extensively with the interviewed Experts to confirm their relevance. While Table 4 presents a comprehensive overview, it is a non-exhaustive list.

Table 4 – Strategies used by landlords and licensors to circumvent tenancy legislation and rights

	Strategies	Intended outcome
1	Misclassify tenancies as licence or create arrangements that appear compliant	Make it difficult for occupants to understand their rights and circumvent statutory protections
2	Exploit the lack of an explicit licence definition in the RTA	Create agreements outside the Act's scope while appearing lawful
3	Apply commercial property concepts (e.g. tenants in common, joint tenants) in residential contexts	Complicate legal definitions of occupancy and potentially increase legal costs for occupants
4	Attempts to bypass the Rent Pressure Zone (RPZ) regulations	Remove rent pressure protections
5	Structure arrangements as licence to avoid RTB registration or oversight	Operate outside RTB jurisdiction and dispute resolution mechanisms
6	Use statutory exclusions from the RTA such as false claims of family residency	Prevent occupants from acquiring tenant status under the RTA
7	Include restrictive clauses inconsistent with exclusive possession (mobility clauses, visitor rules, inspections, shared amenity scheduling)	Limit occupant rights and control occupancy conditions
8	Structure house shares with individual agreements for non-self-contained rooms, recruiting occupants at different times	Make it difficult for individuals to ascertain their rights

4.4 A Path to a Tenancy Through Subletting

While accommodation providers sometimes structure arrangements to avoid the creation of a formal tenancy, it is important to note that, in some cases, a legal pathway exists for a licensee to be recognised as a tenant. This can occur when the head tenant – the individual who originally rented the property from the landlord takes in extra residents, that then become licensees. If such a licensee has been in continuous lawful occupation for a period of six months (aligning with the typical commencement of Part 4 tenancy rights in the RTA), they may then make a direct request to the property owner (the landlord, not the head tenant) to be formally recognised as a tenant. In such circumstances, the landlord cannot unreasonably refuse this request.

This mechanism acknowledges that the nature of occupation can evolve, and the law seeks to protect those who establish a de facto tenancy, even if initially framed as a licence. This also touches upon the complexities of shared living arrangements: where a head tenant continues to live in the property, additional occupants are considered roommates rather than subtenants.

However, experts highlighted a significant challenge in pursuing a path to tenancy when the landlord does not reside in the property: identifying the actual landlord. Occupants can face situations where the head tenant refuses to disclose the landlord's identity, and crucially, the RTB will not release this information. As Expert 2 noted, *'The RTB won't reveal who the landlord is to you. [If the head tenant does not tell you], there's no way for you to find out who the landlord is.'* Expert 5 further elaborated that the RTB's refusal to release this information occurs *'on questionable legal grounds, even if they don't want to release it,'* suggesting a problematic lack of transparency.

These barriers, arising from head tenant actions, RTB information policies, and broader legislative gaps, limit the ability of licensees to exercise their rights under the RTA, even where a legal pathway exists. While not always the result of deliberate landlord strategies, such regulatory and procedural shortcomings create an environment in which exploitation can occur.

This regulatory vacuum is partly a consequence of the ongoing policy challenge in Ireland, which, as expert commentary suggests, has *'different sort of levels of rights depending on the type of renting'* (Expert 3); and that policymakers have been hesitant to significantly impose on homeowners rights to extend full security of tenure to licensees (Expert 1). Importantly, these issues are not confined to Rent-a-Room arrangements but also arise in other rental contexts, such as shared rentals and informal agreements, where occupants may have little or no statutory protection. Such caution leaves licensees in a precarious and unbalanced position when dealing with their licensor or head tenant, leading to a series of issues, such various arbitrary financial practices, including unexpected charges and deposit disputes. Despite offering fewer protections and inconsistent amenities, licensors frequently charge market or above-market rates for these arrangements, often for limited occupancy without associated price discounts.[39] This culmination of tactics creates a significant source of stress for occupants, particularly students, who face precarious living situations and a lack of recourse due to the ambiguous legal framework surrounding licence agreements. Addressing this gap will require solutions that extend meaningful rights and protections to all licensees.

[39] UCD Students' Union, Student Accommodation Report 2024.

4.5 Access to Justice and Small Claims Courts

Before the enactment of the RTA, landlord and tenant disputes were typically heard by the Small Claims Courts. The rationale behind licensees using the Small Claims Court stems from such issues being considered primarily a matter of contractual law and/or consumer law. Since a licence is fundamentally a contract, disputes arising from that contract, concerning aspects like payment, services, or conditions, can often be pursued through the civil court system.

As licensees, and licensors, are not entitled to have their rental disputes heard in the RTB, the case must be referred to the Small Claims Court. The Small Claims procedure, as outlined by Courts.ie, offers a method for consumers and businesses to resolve disputes valued at €2,000 or less for a fee of €25 without a solicitor. The Small Claims Court can hear claims by an individual against a licensor, such as the non-return of a rental deposit, overpaid rent, or damage to belongings, unless the claim is referable to the RTB under Part 6 of the RTA, thus implicitly confirming its applicability for licensees.[40] This makes the Small Claims Court a viable route for certain contractual disputes involving licensees, implicitly confirming its applicability in such cases.

The Courts Service reported 2,527 incoming and 2,023 resolved small claim cases in 2023. FOI data from the Courts Service shows that deposit-related disputes make up a steady stream of Small Claims Court applications, ranging from 97 to 194 cases annually between 2019 and 2024. In total, between 83 and 144 cases were disposed of (resolved) each year during this period, which indicates the court's capacity to resolve a notable number of deposit-related claims annually, though not necessarily all claims received in the same year. Yet the figures are limited in scope: because all deposits are grouped into a single category, it is not possible to isolate disputes brought by licensees, or to distinguish residential deposits from those relating to holiday accommodation or premises never occupied, making the actual uptake of this procedure by licensees unclear.[41] The breakdown of 'how disposed' – that is, whether a decree was granted, the case was withdrawn, dismissed, or settled by the Registrar (a court official who manages procedural matters and can settle cases administratively) – shows that a large share of cases are resolved through settlement rather than formal judgment. This underscores both the practical accessibility of the process and its limitations: while it offers licensees a viable contractual remedy in the absence of RTB jurisdiction, many claims may not proceed to a binding outcome, and the aggregate data conceals the true scale of its use by licensees in particular.

[40] Statutory Instrument No. 17 of 2014

[41] The author submitted an FOI request for a detailed breakdown of Small Claims Court cases alongside inquiries on the average time from claim lodgement to final decision, the number of claims involving licensees, and data on unreturned deposits. However, the only information provided was the total number of deposit-related claims, without distinguishing between disputes over holiday premises, owner-occupied rooms or flats, and deposits paid but never taken up. General Courts Service data available at https://data.courts.ie/en/apps/courts-data/reports

Table 5 – Deposit-related disputes in the Small Claim Procedure category from 2019 to 2024

Applications / Year	2019	2020	2021	2022	2023	2024
Applications received	128	194	109	97	180	160
Applications disposed	83	106	105	99	118	144
Breakdown of how disposed						
Decree	26	30	20	32	34	41
Withdrawn	6	21	19	15	20	26
Dismissed / Struck out	12	13	21	19	19	25
Case settled by Registrar / after notice to pay	39	42	45	33	45	52

Source: Courts Services, 2025.

Despite this option, navigating the Small Claims Court presents its own challenges. As Advisor 1 noted, anything to do with courts can be daunting for an individual. Advisor 2 highlighted a practical limitation: the €2,000 monetary limit means claimants may not recover the full amount of their deposit, particularly as rental prices rise. Advisor 3 described how the process can 'add layers constantly' and become a 'very long process,' especially when licensors attempt to add costs incurred in other forums, even if those are not directly applicable to the licensee's claim. This can happen, for example, when a licensor tries to offset alleged cleaning or repair expenses claimed through a separate dispute with a previous occupant, even when those proceedings did not involve the licensee and are unrelated to their occupation. In addition, international students in particular might not stay in Ireland long enough after the completion of their studies to pursue the case, opting to abandon it or not to apply in the first instance.

In the PRS, deposit retention by landlords consistently emerges as a prevalent dispute. In Q1 2025, RTB deposit retention disputes between tenants and landlords accounted for 20% of dispute applications, just behind rent arrears / rent arrears and overholding at 26%.[42] For renters, issues with deposit retention are particularly common, accounting in 2022 for 1,015 deposit-related cases, representing 4.93% of all Threshold cases. This was followed by 997 cases (4.81%) in 2023, and 1,040 cases (4.84%) in 2024. From 2022, tenancy termination cases have accounted for a greater percentage of total cases.

At the moment, a rental deposit protection scheme does not exist in Ireland, which further underscores the vulnerability of licensees when their licensor unreasonably retains part or the full deposit. It has been noted that such a scheme has been promised for over a decade with no updates

[42] Residential Tenants Board. (2025). The RTB Director's Quarterly Update. Q1-2025.

since 2017.[43] Threshold, in collaboration with student unions, has actively campaigned for a Deposit Protection Scheme (DPS), presenting a draft bill to members of the Oireachtas in May 2025.[44] A DPS normally involves an independent third party holding the deposit until the end of a tenancy, ensuring its prompt return unless a legitimate claim for expenses arises, with proof required for any deductions. A model along these lines could be extended to cover licensees in Ireland. Threshold's proposed legislation advocates for a custodial, self-funded, not-for-profit scheme with no cost to landlords or tenants, clear proof requirements for deductions, and defined repayment timelines. This is similar to models active in other countries, such as the UK's Deposit Protection Service.[45]

4.6 Housing Standards

Beyond deposit disputes, licensees also face a significant lack of formal support for complaints regarding housing standards. There is no uniform standard for amenities and facilities in digs-style accommodation or rent-a-room's scenarios, leading to highly variable and sometimes inadequate living conditions with limited access to essential facilities like kitchens, living areas, and private bathrooms. Licensees have no dedicated dispute resolution mechanism to address concerns about the physical conditions of their accommodation. While they, (lodgers excluded) may make a complaint with the local authority under the Housing Act 1992 if their rented house facilities do not adhere to regulations, it remains at the local authority's discretion whether to investigate, offering no guaranteed recourse.[46] A Higher Education Authority (HEA) report noted that the standard and suitability of some private student accommodation is questionable, but no data is available.[47]

4.7 Evictions

If a licensee feels they were unfairly evicted, they cannot bring a dispute about eviction to the RTB as the RTB's jurisdiction is limited to tenancies covered by the RTA. There is no statutory definition on what constitutes a reasonable notice period for licensees. Ideally, the terms of ending the licence agreement regarding notice should be included in the written agreement but this often does not exist.

This contrasts sharply with the much longer, statutorily defined notice periods afforded to tenants under the RTA. Advisor 2 noted that *'sometimes people only have an hour's notice to leave the property, and that that owner, or the person the head tenant, can call the guards, and the guards have an entitlement to remove them, as they'd be trespassing after that hour, because they're not entitled to stay there.'* Expert 2 commented that the licensee should have *'At least a week even just to get out to get your stuff and get out, because at the moment it's zero days.'* In the focus groups, several licensees recalled their forced evictions (when they were physically or economically compelled to leave) which suggests this might be common problem affecting licensees.[48]

[43] USI (2023)

[44] Threshold (2025) Housing charity Threshold brings Deposit Protection Scheme Bill to Leinster House.

[45] The UK'S model does not currently apply to licensee-style agreements.

[46] Housing (Miscellaneous Provisions) Act, 1992, Section 18.

[47] Higher Education Authority (2015). Report on Student Accommodation: Demand and Supply. Ireland.

[48] See Community Action Tenants Union - CATU (2025), page 9.

4.8 The Rent-a-Room Scheme: Data and its Contribution to Licensee Vulnerabilities

The Rent-a-Room scheme, introduced by the Irish government allows homeowners to rent out a spare room in their principal private residence and receive tax-free income up to €14,000 per annum.

Table 6 – Taxpayers availing of the Rent-a-Room scheme and exchequer cost (2004 – 2022)

Year	Exchequer Cost €m	Individuals participating in the scheme
2004	2.3	2,300
2005	2.70	2,820
2006	3.30	3,560
2007	3.88	3,180
2008	4.70	3,600
2009	5.64	3,770
2010	5.57	3,770
2011	5.29	3,920
2012	5.61	5,250
2013	8.00	5,730
2014	8.30	5,710
2015	9.30	6,460
2016	9.30	7,350
2017	12.03	8,160
2018	19.72	9,240
2019	22.20	9,810
2020	20.70	9,310
2021	26.80	10,730
2022	36.00	14,180

Source: Tax Expenditure, Revenue, 2025.

This tax rebate was designed to increase the availability of rental accommodation by encouraging individuals to make use of spare capacity within their homes.[49] A key characteristic of this arrangement is that it falls outside the remit of the RTB, meaning homeowners are not obliged to register the licence agreement, and neither the homeowner nor the occupant benefits from the rights and protections offered under the RTA.

As show on Table 6, the Rent-a-Room relief results in a significant amount of forgone tax revenue for the Irish Exchequer, and a substantial number of taxpayers are availing of this exemption. The numbers of claimants and the associated tax cost have generally increased over the years, with some variations since its inception. In 2004, approximately 2,300 taxpayer units availed of the relief; by 2016, this number had risen to 7,350, incurring an Exchequer cost of €9.3 million. The scheme continued to grow, and by 2022, it reached €36 million with 14,180 taxpayers availing of the scheme, which is the latest data available to date. This sustained growth reflects heightened awareness of the scheme, as well as increasing demand for rental accommodation across Ireland.

The Government's approach to the scheme, as noted by student organisations, has been to avoid regulating this type of accommodation to maintain the incentive for homeowners to participate, and so rely on market mechanisms rather than long-term public investment.[50] A particular concern from those organisations is that the tax relief is available regardless of how many days a week the room is rented. This means the relief amount is not adjusted to reflect the reduced rate one might expect when a room is available for only part of the week. Despite calls from student groups, consecutive governments remain reluctant to increase regulation on the scheme. As explained by Expert 5, further regulations: *'might remove an incentive to actually to let out a room because to rent a room is meant to be relatively informal.'* The decision to not regulate more, overlooks the potential for exploitation that arises from a lack of clear rights and obligations.

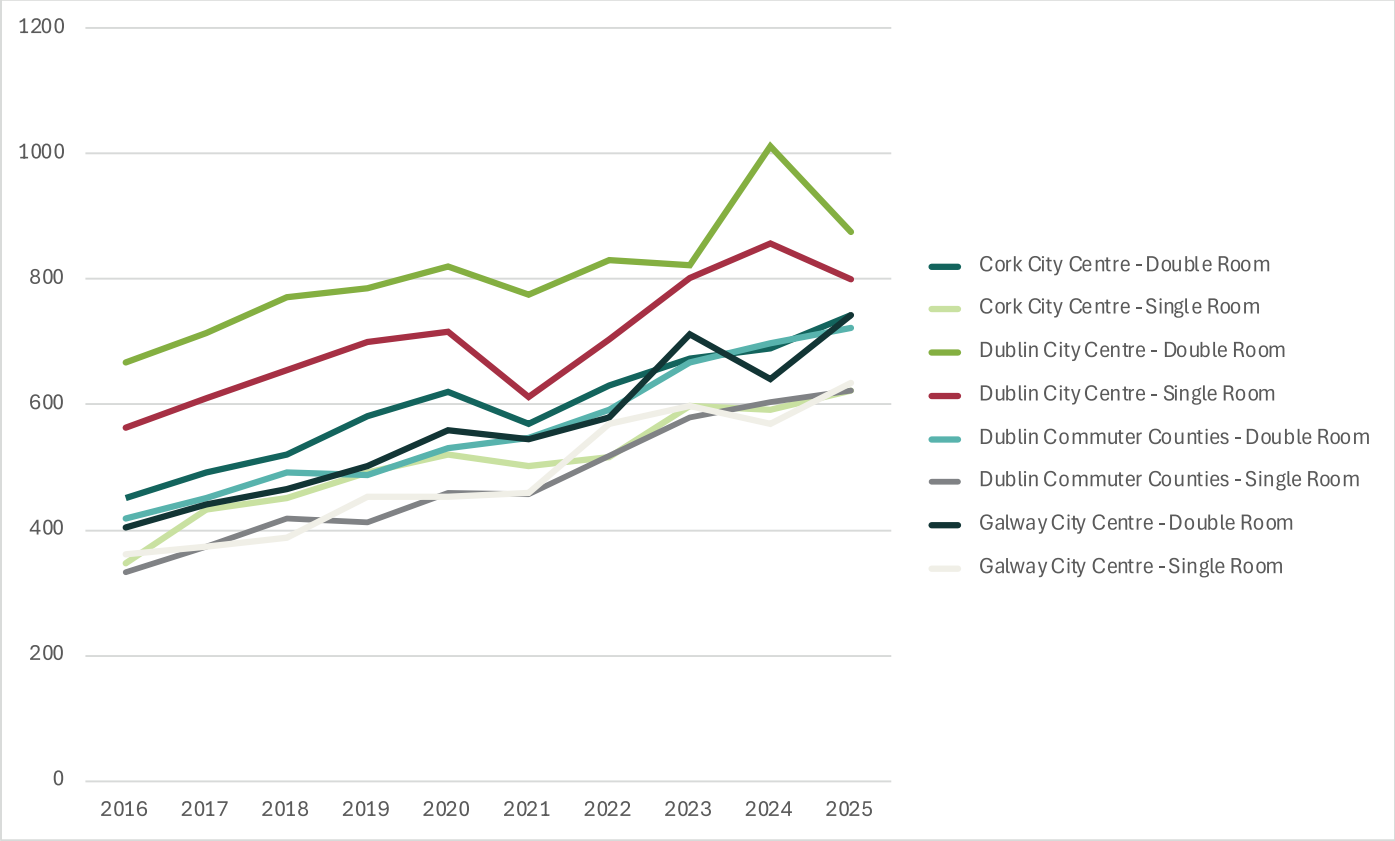
In Q1 2025, the average rent for a property in Dublin City Centre was €2,470, well beyond the reach of many single-income earners or students. Even though renting a single or double room in a property is lower than leasing an entire property, these rates have also climbed sharply over the past decade. In Dublin City Centre, for example, the average rent for a single room has risen from €563 in 2016 to €799 in 2025, an increase of about 42%, while double-room rents have grown from €668 to €874, up roughly 31%, according to Daft.ie (see Figure 1).[51] Even with occasional dips, such as during the pandemic-related slowdown in 2020, the trend has remained firmly upward, keeping Dublin as the most expensive location for shared accommodation in Ireland. As a result, even shared living arrangements can consume a significant portion of monthly income, forcing many renters to accept cramped or overcrowded conditions simply to secure housing in the city. While rents in other regions, such as the Dublin commuter counties, Cork City, Galway City, and Limerick City, are somewhat lower than Dublin, they too have experienced substantial increases over the same period, reflecting nationwide pressures on affordability.

[49] Dáil Éireann. (2023, March 28). Parliamentary Questions: Rental Sector (Question No. 230, Deputy Emer Higgins to the Minister for Finance). Oireachtas.

[50] USI (2023).

[51] Daft.ie. (various years). The Daft.ie Rental Price Report. Daft.ie.

Figure 1 – Average accommodation cost trends by region and room type



Source: Daft.ie, various years

4.9 The Rent-a-Room 'Paradox'

A pertinent 'paradox' has been noted within this this environment: while providers of the Rent-a-Room scheme enjoy a favourable tax situation, those renting a room effectively have few rights. This contrast is particularly pronounced when compared to smaller landlords with registered tenancies, who let out entire houses.[52] Even if created to increase rental supply, the scheme inadvertently contributes to the multiplying of informal licensee arrangements, while homeowners can receive tax benefits with the freedom to impose restrictive conditions, such as Monday-to-Friday occupancy or limited access to facilities. The scheme's governance by tax and finance laws, rather than primary residential rental legislation, creates a a situation in which licence arrangements are not covered by a formal residential regulatory framework, which can affect protections and oversight for occupants. As noted by Expert 1: *'I don't think that the State should be rewarding this with a tax rebate. People who are simply behaving as if it is a hassle to have somebody in your house.'* While Expert 3 added that *'..If you are going to take money to have someone to live in your home, if you're going to take a tax break for renting accommodation, renting a room, you can rent something that has basic heating and sanitation and things like that as well.'* The underlying point was that receipt of a tax rebate for

[52] Burns, S. (2022). People renting a room 'effectively have no rights', housing charity says. The Irish Times.

renting out a room should carry a mandatory obligation to provide accommodation that meets very basic quality standards, including adequate heating and sanitary facilities. Both Experts asserted that there is no fundamental barrier to the State implementing such requirements.

A voluntary regulatory framework for the Rent-a-Room scheme has been published by the Department of Further and Higher Education, Research, Innovation and Science (DFHERIS) and it includes a template.[53] Its effectiveness in practice, including its usage and enforcement, remains a grey area as data is not available.

4.10 Research Highlight: International Students

Although formal figures are not available, multiple sources indicate that international students make up a significant portion of occupants in informal or licence-style housing arrangements. Surveys by ICOS show that many find accommodation through informal networks and often share rooms with others – practices common in licence-type setups. This suggests that international students might be disproportionately represented in the licence sector. The number of international students in Ireland's higher education system has consistently grown over the past decade and a half. In the 2023/24 academic year, international students in Higher Education made up 15.19% of the total student population in Ireland.[54] The number of students rose from 29,855 in 2019/20 to 40,395 in 2023/24. This represents a 15% increase from 35,140 students in 2022/23 and marks a doubling of international student numbers since approximately 20,200 in 2009/10.[55]

Purpose-Built Student Accommodation (PBSA), though part of the licence-related sector, came under the remit of the RTA in 2019. In Dublin, Cork, Galway, and Limerick – home of some of Ireland's main universities – there are approximately 37,000 PBSA bed spaces available, over half of which are in Dublin.[56] A 2019 Dublin City Council commissioned study, based on interviews with students in PBSA buildings across Dublin city centre, found that 79% of residents were international students, reinforcing the conclusion that PBSA is overwhelmingly occupied by those studying from abroad.[57]

The Housing Experiences of International Students

Despite their substantial contributions to the economy, international students in Ireland face profound accommodation challenges. Reports from the Irish Council for International Students (ICOS) highlight a worsening crisis year after year, including instances of students sharing rooms with multiple people, predatory landlords demanding sex in exchange for housing, and residents living in poorly maintained properties out of desperation.[58]

[53] 'Rent a Room Scheme Student 'digs' Accommodation Sample Licence Agreement' template: https://www.gov.ie/en/department-of-further-and-higher-education-research-innovation-and-science/publications/rent-a-room-voluntary-regulatory-framework/#voluntary-licence-agreement

[54] Higher Education Authority (HEA). (2025). Statistics, Access Our data Students. Dublin, Ireland.

[55] Higher Education Authority (HEA). (2024). Internationally-Domiciled Students July 2024 Research Info-Byte Series.

[56] Knight Frank. (2023). Ireland student housing market 2023. Dublin, Ireland.

[57] Dublin City Council (2019) Report on Purpose Built Student Accommodation in Dublin City. Report No. 112/2019.

[58] Irish Council for International Students (ICOS). (Various Years). Accommodation Survey of International Students in Ireland. ICOS, Ireland.

International students are sometimes exposed to accommodation scams and forced to live in substandard properties,[59] [60] leaving students more exposed to sudden eviction, poor conditions, and unfair terms. They are usually unfamiliar with the Irish rental market and tenancy law, making them particularly susceptible to landlords offering licence agreement. Additionally, Expert 3 highlighted that international students are often still developing their English language skills, *'they have less access to services, less resources, and you know, possibly less access to information as well. (...) it's difficult for someone like that to understand what a licensee is.'*

Subletting is a *'huge issue'* and *'extremely common in the private rental market in Ireland, with subletters essentially being licensees who don't have any rights'* (Expert 3). Subletting is described as an individual renting a room from an existing tenant of a property, rather than directly from the property owner. These sub-tenancy agreements are often structured as licences, where the primary tenant retains significant control, leaving the sub-occupier without the protections of a formal tenancy.[61] This means many international students are effectively excluded from RTB dispute resolution and the security of tenure provisions under the RTA. In the digs or Rent-a-Room sector, international students are affected by these arrangements in a particular way: the five-day-a-week nature of many digs effectively forces out international students who cannot return home at weekends, denying them a 'second chance for accommodation' or the fallback of going home temporarily.[62] It is important to note that PBSA also operates under licence agreements, but with a very different rights landscape: PBSA residents can access RTB dispute resolution, while those in other licence arrangements cannot.

Comparing The Experiences Of International Students And Non-International Students in Higher Education

The USI comparative analysis between international and non-international students in 2024[63] reveals salient disparities in housing security and rights awareness. International students report significantly lower levels of perceived security, with a higher proportion feeling somewhat (33.1%) or extremely (2.9%) insecure in their accommodation compared to their domestic peers (see Figure 2).

[59] Irish Council for International Students (ICOS). (2022). Accommodation Survey of International Students 2022.

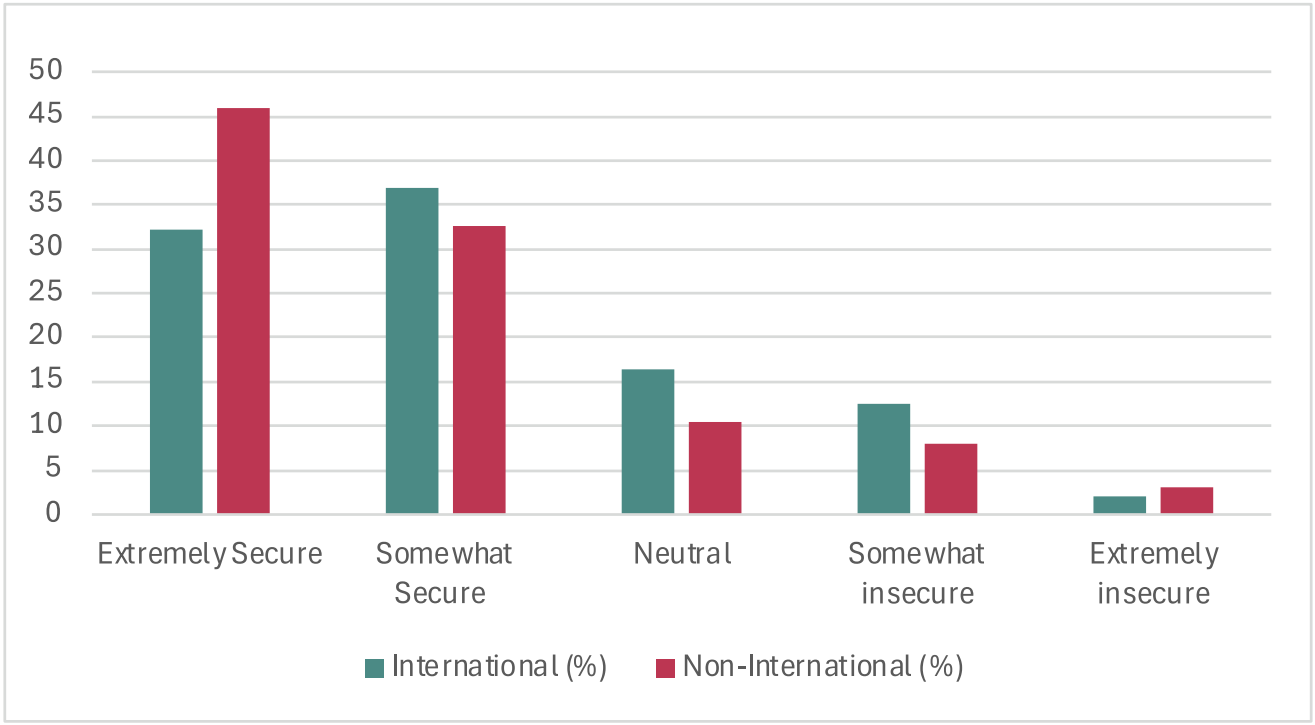
[60] The Irish Times. (2025, July 15). Man and woman admit accommodation fraud against international students in south Dublin.

[61] Wylie, J. C. W. (2022).

[62] UCDSU (2024), p. 23.

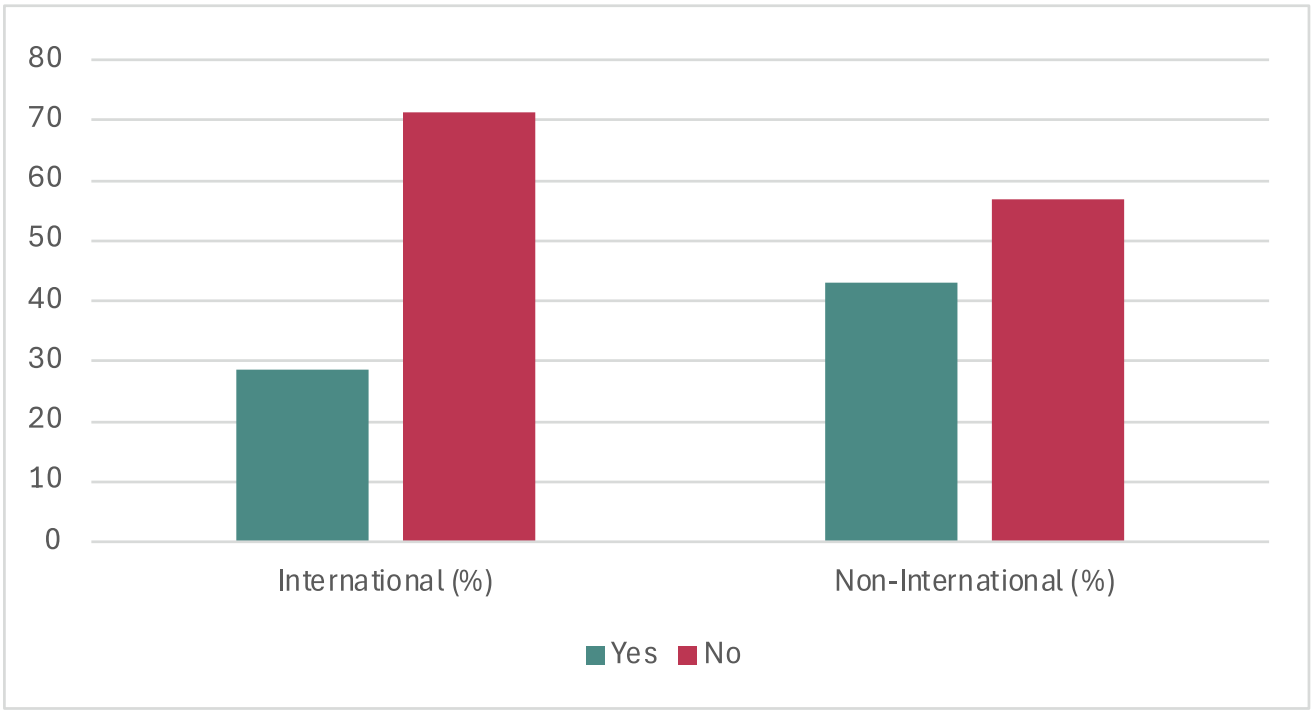
[63] USI (2024).

Figure 2 – Perceived housing security: international vs domestic students in higher education in 2024



Source: USI, 2024.

Figure 3 – Perceived affordability: international vs domestic students in higher education in 2024



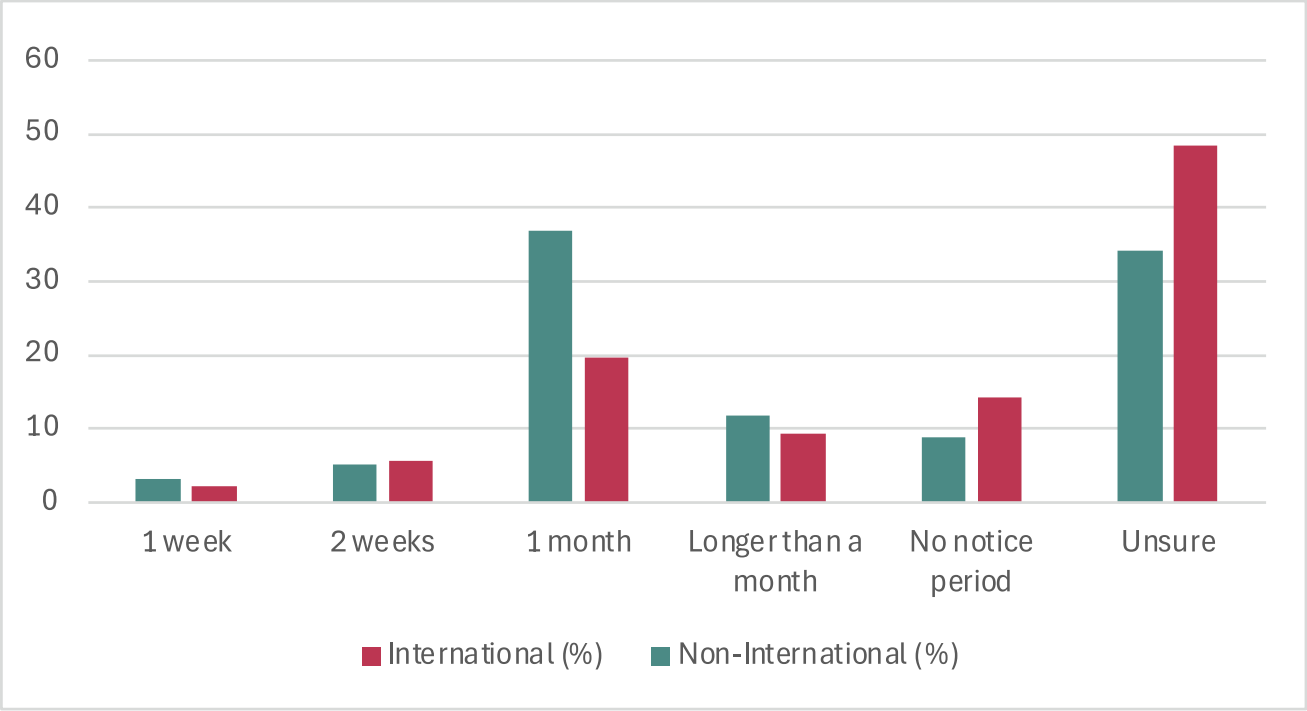
Source: USI, 2024.

Figure 3 shows clear disparities between international and domestic students in terms of affordability. The survey question asked: In your opinion, is your accommodation affordable? To that, 71.3% of international students consider their accommodation unaffordable, compared to 59.4% of non-international students, highlighting a significantly greater financial burden for students from abroad. This aligns with recent findings from ICOS that 61% of international students currently in employment spend half of their wages on accommodation and one in five pays 70%.[64]

In relation to notice periods in Figure 4, the USI survey, asked: How long is your notice period? Over 60% of international students reported that they had no notice period of were unsure of what their notice period is, compared to just under 50% of domestic students, highlighting significantly greater legal uncertainty and housing precarity among international students.

Figure 5 reveals that only 54.9% of international students identify as tenants, while 38.5% are unsure of their legal status. Among domestic students, 57.1% reported being unsure regarding their residential status. Only a very small proportion in either group identified as licensees. This indicates a high level of uncertainty among students overall, particularly given that many of them are likely to be licensees. Of note, in relation to mental health 49.6% of international students report a negative impact from their housing situation (with 13.6% describing it as extremely negative), compared to 39.1% of domestic students.

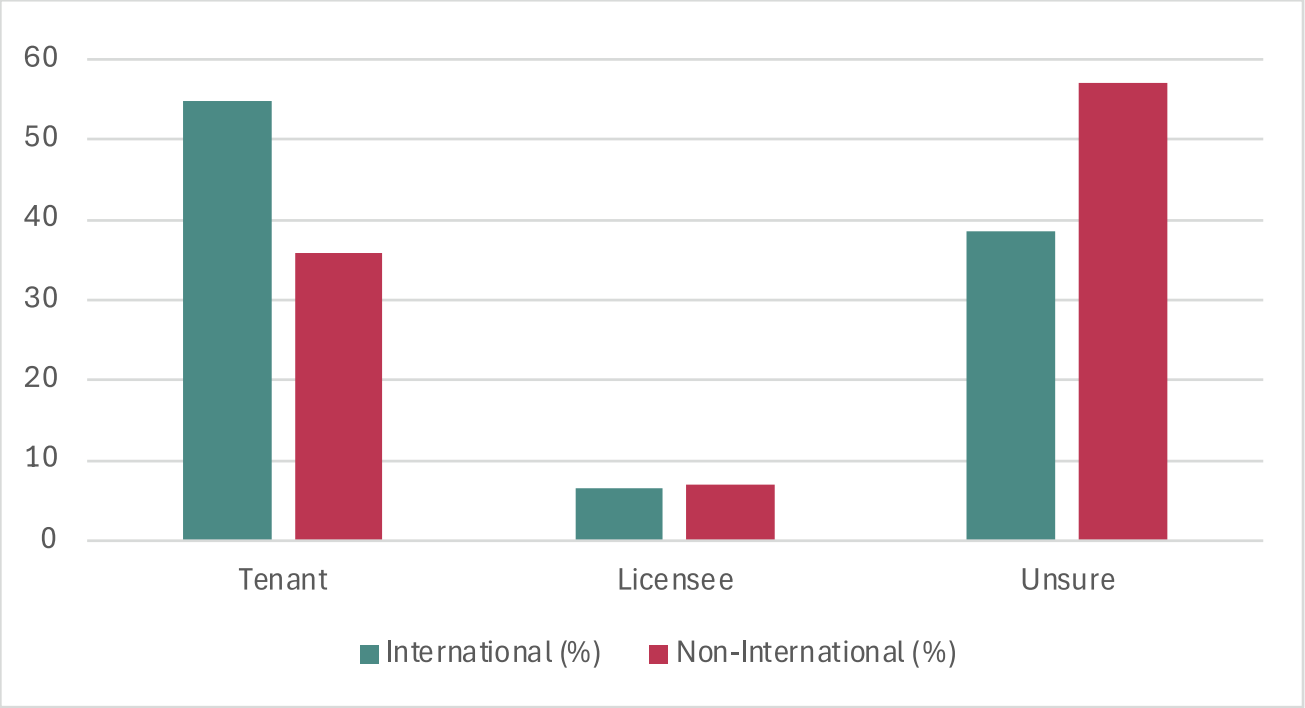
Figure 4 – Notice period awareness: international vs domestic students in higher education in 2024



Source: USI, 2024.

[64] ICOS (2025).

Figure 5 – Awareness about tenancy status in Higher education in 2024



Source: USI, 2024.

Taken together, these findings point to a layered vulnerability among international students, combining unaffordability, psychological stress, and limited clarity on their residential status, while highlight the systemic failures in safeguarding international students from exploitation in Ireland's rental market.

SECTION 5
RTB TRIBUNAL ANALYSES

Section 5 – RTB Tribunal Analyses

This section undertakes a detailed legal and factual review of how RTB Residential Tribunals distinguish between licences and tenancies in residential lettings where the property owner, landlord, or licensor contended that the arrangement was not a tenancy but a licence. It analyses 14 RTB tribunal decisions to chart the arguments used and how tribunals apply the test in practice to determine both their jurisdiction and the validity of tenancy claims.

To recap, the distinction between a tenancy and a licence in Irish residential law is first drawn in the RTA (2004), under section 3(1), where it specifies that a tenancy of a dwelling requires a grant of exclusive possession for a term at rent. By contrast, section 3(2)(g) expressly excludes from that definition any arrangement where the landlord actually resides on the premises, creating a statutory licence rather than a tenancy. So, while most private lettings fall into the tenancy regime, a range of arrangements can lawfully fall outside it.

In applying these definitions, RTB tribunals often invoke the exclusive possession test inherited from Street v Mountford (1985) AC 809, under which labels, licence, or tenancy are subordinated to substance: if the occupier enjoys exclusive control of the premises for a term at rent, the arrangement is a tenancy, regardless of what the property owner has described the arrangement as being. The analysis of the 14 RTB tribunal decisions shows this substance-over-form approach is overwhelmingly dominant: appellant landlords' defences based solely on licence labels, service bundles or mobility clauses were ultimately decided to be tenancies in the vast majority of cases. Only in a genuine live-with-landlord scenario (for example, Case 12), pure licensee agreement, and the statutory student carve-out for PBSA (Case 3) did the tribunal uphold a licence. These divergent points where statutory exceptions rather than contractual labels prevail underscore the need for precise legislative definitions.

Table 7 compiles 14 RTB dispute cases, listing each case number for reporting purposes, RTB reference number, outcome (licence vs tenancy), and the core appellant landlord arguments asserting why the arrangement should not be treated as a tenancy. An RTB case goes to a tribunal when one of the parties appeals the outcome of the first stage: adjudication.

5.1 Thematic Case Analysis

From the RTB tribunal cases, it was possible to categorise the principal appellant landlord defences in order to argue that the RTB had no jurisdiction. These are:

(1) No exclusive possession

(2) Licence label form

(3) Landlord live-in exclusion

(4) Mobility / Shared-occupancy clauses

(5) Service-package / Guest-house licence

No exclusive possession

Across the 14 analysed cases, 11 appeals challenged the tenant's status on the basis that they lacked exclusive possession. Appellant landlords (the individual appealing a decision made against them in a tenancy dispute), framed the arrangement as a licence, pointing to shared facilities, regular inspections, guest restrictions, service provision, or mobility clauses allowing relocation. Tribunals assessed whether the occupant could exercise control over the premises to the exclusion of the landlord and third parties, regardless of contractual labels. If the facts show the tenant had sole control over a defined space – particularly bedrooms or self-contained units – the defence usually fails. For instance, in Case 4, despite shared kitchens and cleaning services, the tenant had an exclusive bedroom and stable occupation, leading to a tenancy finding. In Case 10, even though the landlord claimed not to be the actual landlord and cited house rules, the residents had secure and uninterrupted control over their unit, so exclusive possession was upheld.

Licence Label (Form-Based Defence)

Across the 14 analysed cases, 11 appeals sought to exclude RTB jurisdiction by framing the arrangement as a licence rather than a tenancy. Appellant landlords relied on written agreements and terminology emphasising 'licence fee' over 'rent,' personal rights over property rights, and clauses reserving rights of entry or relocation. Tribunals treat such labels as secondary to the substance of the arrangement, examining whether the occupier in fact had exclusive possession, a defined space, and the hallmarks of a tenancy. In Case 4, the landlord argued that shared kitchens, cleaning services, and a licence agreement placed the arrangement outside tenancy law. The tribunal disagreed, finding that the resident had exclusive possession of a defined bedroom and stable occupation, which outweighed the contractual label. Likewise, in Case 7, the arrangement was framed as a service-based lodging, but the tribunal found the occupant had secure possession of a bedroom for a fixed term, making it a tenancy despite the licence agreement's wording. In Case 5, by contrast, the landlord's form-based defence succeeded: each occupant signed a separate licence for a bedroom in a shared house, with no claim to a self-contained dwelling, and the tribunal accepted this fell outside the RTA's definition of a tenancy. Where facts demonstrated tenancy characteristics, the contractual label alone carries little weight.

Live-in Exclusion

Across the 14 analysed cases, eight appeals cite Section 3(2)(g) of the RTA. They argue that because the landlord resides on the premises, the resident holds only a licence. Tribunals ask whether the landlord genuinely shares the property and whether the resident nonetheless enjoys exclusive possession of a self-contained unit; if the residence claim is nominal or exclusive possession is clear, the defence normally fails. Case 6 and Case 8, for example, saw the live-in defence fail because, on closer examination, the landlord did not genuinely reside in the same dwelling. In Case 6, the tenants occupied a fully self-contained unit with its own entrance, postal address, and utilities, over which the landlord had no control. In Case 8, although the tenant rented a room in shared accommodation, the landlord lived elsewhere, so the statutory live-in exemption did not apply. In both cases, the landlord's live-in claim failed. In Case 13, likewise, the landlord case collapsed: despite separately licensed bedrooms and a claimed owner-occupation, the Tribunal found no real landlord residence and held it a tenancy. But in Case 12 and 14, the appellant landlords succeeded because the Tribunal was convinced it was a genuine live-in arrangement and therefore the RTB does not have jurisdiction.

Table 7 – RTB cases analysis

Case no.	Tribunal reference no	Year	Outcome	Appellant landlord's appeal: main arguments	Relevance to tenant status and RTB jurisdiction
1	TR0424-007462	2024	Tenancy	No exclusive possession: multi-occupancy; shared facilities. Landlord claim a live-in situation; landlord's unfettered access; mobility clause	Substance-over-form test prevailed. Tenants-in-common with exclusive possession and shared common areas; no genuine co-residence; Clauses for unrestricted access or relocation were invalid
2	TR0824-007857	2025	Tenancy	Flexible term 3–4-month stays not a lease; live-in; no exclusive possession; no owner's consent to sub-let	RTB will classify as tenancy despite lack of formal sub-letting consent when substance (rent + exclusive use) exists, landlord did not live in the property
3[65]	TR0924-008028	2024	Licence	Student-accommodation carve-out: s 37(1)(g) modifies exclusivity; labelled a licence	Student-licence exemption upheld for exclusive occupation. The RTB enforces peaceful occupation rights where restrictions breach agreed terms
4	TR1020-004501	2020	Tenancy	No exclusive possession; live-in; service-package cleaning; licence label; bedsit definition applied	RTB applied bedsit definition: exclusive bedroom + shared areas = tenancy, even with services or occasional landlord stay
5	TR1020-004502	2021	Licence	No exclusive possession, licence labelled form (claimed each occupant rented only a bedroom with shared facilities, so the dwelling was not self-contained under the RTA definition)	RTB agreed: house-share with individual bedroom licences is outside RTA jurisdiction unless covered by student-specific accommodation provisions
6	TR0518-002999	2018	Tenancy	Converted garage labelled licence; claimed Rent-a-Room live-in exclusion; cited Revenue/tax treatment, no exclusive possession, live-in	Rent-a-Room and live-in claims rejected; self-contained annex with exclusive possession; nominal live-in, tax-scheme defences fail where substance shows tenancy

[65] Case 3 involves a PBSA accommodation but was included as it is related to a claim of exclusive use of the property as a licensee.

Case no.	Tribunal reference no	Year	Outcome	Appellant landlord's appeal: main arguments	Relevance to tenant status and RTB jurisdiction
7	TR0322-005371	2022	Tenancy	Student host-family service model; service package (cleaning); licence label form	Student-service packaging cannot override tenancy status; exclusive possession
8	TR0621-004979	2021	Tenancy	Live-in landlord claim; occupants anti-social behaviour; no exclusive possession; no written agreement	Tenancy confirmed; live-in claim invalid; unlawful entry and eviction
9	TR0325-008549	2025	Licence	Licence in apart-hotel; strict house rules; guest restrictions; inspections; mobility clause; all-inclusive rent; Service-package; no exclusive possession, licence label form	No tenancy; hotel-style licence; no RTB jurisdiction
10	TR0921-005105	2021	Tenancy	Claimed not to be the landlord, indirect verbal licence label form; house rules; live-in; no exclusive possession, claimed overholding and physical ejection	The person entitled to rent is landlord; tenants had exclusive possession, fixed rent, landlord did not reside; RTB jurisdiction upheld and tenancy status confirmed despite managed-let style
11	TR1015-001388	2015	Tenancy	Side-agreement exit vs licence label form; no dispute on exclusivity	Side-agreements cannot override statutory tenancy
12	TR0217-002214	2017	Licence	Live-in claim; no exclusive possession; licence fee; licence label form, landlord-controlled number/identity of other occupants	Genuine live-in licences; falls outside RTB jurisdiction
13	TR0515-001156	2015	Tenancy	Live-in; no exclusive possession, individually rented rooms; licence label form, landlord/agent access to common areas and right to change occupants (mobility)	Nominal live-in failed where exclusive possession of rooms prevailed
14	TR0915-001354	2016	Licence	Licence label form; no exclusive possession; landlord's right to relocate tenant, (mobility); separate fees.	Pure form-based licence upheld; RTB jurisdiction ousted

Service-Package / Guest-House Licence

Landlords sometimes bundle occupancy with services (cleaning, linen, meals, etc.) or adopt a guest-house model to label the occupier a licensee. Tribunals have looked into those service packages: if a self-contained room is occupied exclusively on fixed term for payment, it is a tenancy. Curiously, a common underlying argument is that the resident is paying for services rather than rent for exclusive occupation, and so falls outside RTB jurisdiction. In Cases 7 and 10, these were not genuine live-with-landlord arrangements under Section 3(2)(g), but service-framed or hospitality-style licences; all failed once examined on the substance-over-form test. Despite the service add-ons, the exclusive possession for payment outweighed the service or hospitality labels. So in Case 7, the claimed host-family model was re-classified as a tenancy despite included meals and cleaning, as the tribunal found that the residents had exclusive possession of a bedroom for a fixed term in return for payment, and services like meals and cleaning did not remove it from the RTA's scope. In Case 10, the landlord claimed a guesthouse model, but the tribunal reached the same conclusion as in Case 7.

Mobility / Shared-Occupancy Clauses

Agreements sometimes include short-notice mobility clauses or split rooms among staggered occupants to claim the arrangements are licences. Tribunals examine actual practice in this way: if residents enjoy exclusive possession despite such clauses, the arrangement is a tenancy. In Cases 1, 9, 13, and 14 mobility clause was ignored in favour of the substance of exclusive occupation.

5.2 Comparative insights

Across 14 RTB tribunal decisions, patterns triggering re-classification of a licence into a tenancy can be observed. Certain factual elements tipped tribunals toward finding a tenancy rather than a licence:

- Exclusive possession of a self-contained unit was the single strongest indicator of tenancy status, found in 11 of 14 cases
- Despite the contractual licence label, the substance of a tenancy prevailed in the tribunal's decisions
- Fixed periodic payments labelled or functionally equivalent to rent, paid regularly monthly or weekly, are treated as rent by tribunals
- Mobility or shared-occupancy rights that were never exercised and service-package bundles that masked genuine tenancies and not hospitality services are often disregarded
- There were also some red flags noted in clauses on shared occupancy and nominal live-in defences which collapsed where landlords kept no genuine living space on-site (only in Case 12 the landlords succeeded as the resident accommodation was part of the landlord's principal home)

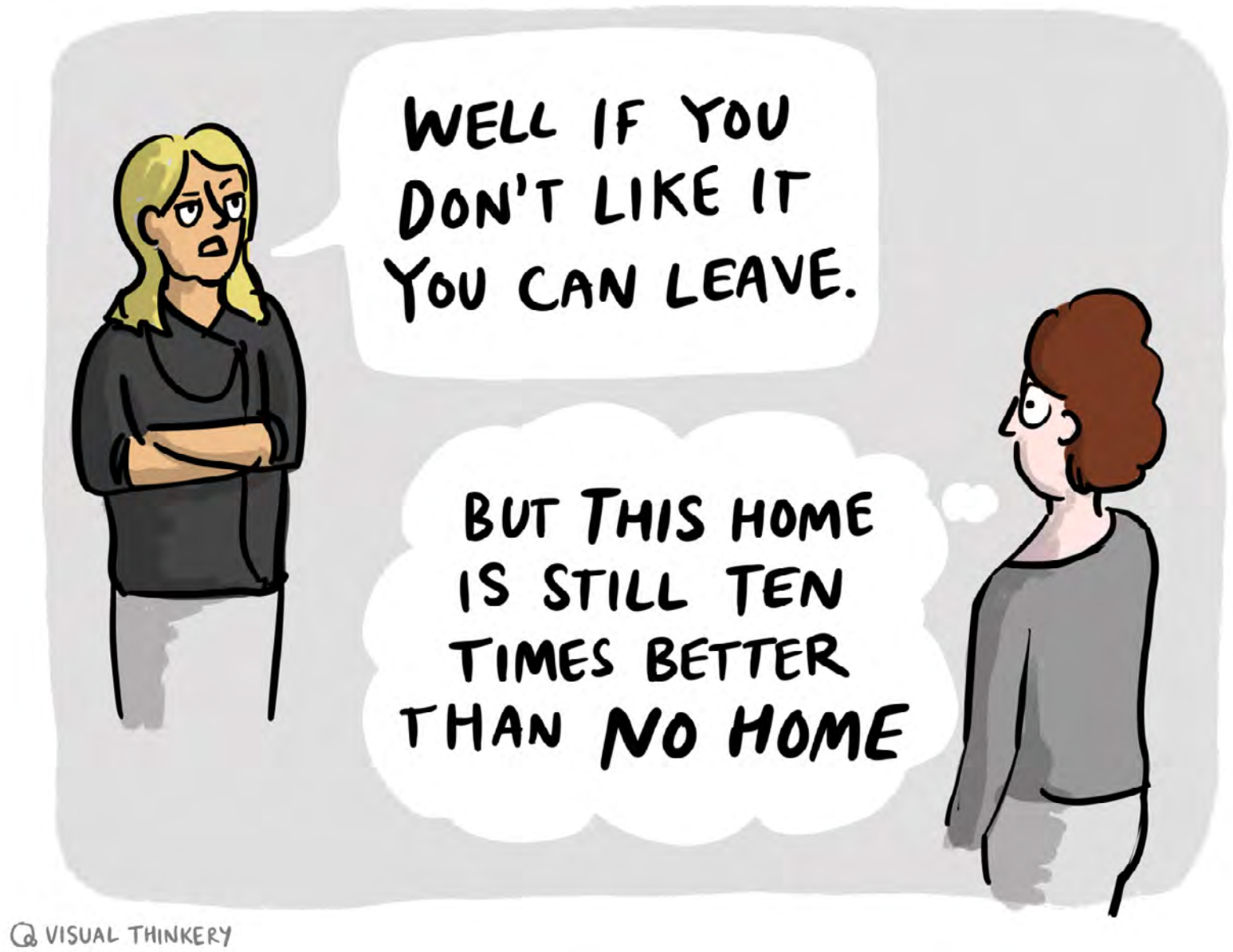
High Court judgments have confirmed that the RTB's remit is limited to disputes where the existence of a tenancy is undisputed and cannot extend to determining whether an occupier holds a licence or a tenancy. In Anderson & Anor v Fitzgerald & Ors [2023] IEHC 309, for example, the Court decided that the RTB had no jurisdiction to rule on the validity of the tenancy itself. Only an RTB tribunal or a higher court can determine whether an arrangement is a tenancy or licence. The ruling makes clear that where the existence of a tenancy is challenged in the context of mortgage constraints, the matter must be addressed in the High Court, not the RTB. Similarly, in Tully v The Private Residential Tenancies Board & Anor [2014] IEHC 554 and Hyland v Residential Tenancies Board [2017] IEHC 557 the High Court upheld that once the tenancy–licence question is genuinely in dispute, only the courts can decide. These decisions collectively reinforce the need for legislative reform if people living under genuine licence arrangements have similar rights broadly equivalent to those of tenants.

RTB Tribunal – Decision Trends

Overall, the RTB's tribunals have approached the tenant-licensee distinction with more detailed scrutiny of licence claims with a generally consistent application of a substance-over-form approach and in so doing, among the analysed cases, have driven most form-based sham defence into obsolescence. Especially from 2018 onwards, the tribunals have grown markedly stricter. Since then, attempts to rely solely on written licence labels, be it service-fee invoices, Rent-a-Room paperwork, mobility clauses, or shared-occupancy rights, have been rejected once the tribunal observes exclusive possession in practice. This is linked to RTB's deepening emphasis on actual practice where tribunals have sharpened their fact-finding. They routinely probe who holds keys, whether locks exist on bedroom doors, how often mobility or entry rights are actually used, and which party cleans or maintains the space. Those tests have made it much harder to sustain sham licence defences.

All of the above support the case for the inclusion of more clearly outlined definitions of which licence types are brought within the scope of the RTA (and which remain outside it), including an exhaustive list of protected licence categories and default assumption of a tenancy whenever exclusive possession of residential premises is effectively established.

SECTION 6
KEY FINDINGS: THE MAIN ISSUES FACING LICENSEES IN THEIR OWN WORDS



Section 6 – Key Findings: The Main Issues Facing Licensees in Their Own Words

This section analyses the licensees' experience living under residential licences. The qualitative analysis found five high-level themes, which are: (1) Legal status and invisibility; (2) Power imbalances and bad practices; (3) Information and support barriers; (4) Emotional and health impacts; and (5) Solutions and suggestions. Together, these themes map licensees' experience of profound uncertainty about their rights, often exploitative power dynamics, lack of recourse to reliable advice or remedies, and significant stress while proposing concrete reforms drawn from their own insights.

6.1 Legal and Status Invisibility

In the focus group, licensees repeatedly described a sense of legal non-existence. Unlike tenants, whose status is codified in leases, registers, and statute, licensees find themselves without documentary proof or formal recognition. Licensees noted a fundamental lack of formal documentation of a licence: no written status or registration means. Many only discovered their licensee status when a support agency (Threshold) informed them they have few rights.

Without a signed lease or any official registry, licensees struggle to demonstrate even that they reside at an address. As one put it, 'nobody knows' where or under what terms they live. Participant 4 captures the fundamental invisibility of licences, illustrating how licensees live 'off the record':

> *'Because the biggest problem with being a licensee is there's no evidence of it. Usually nobody knows. It's like being born, and you don't exist, there's no certificate... It's tricky because it doesn't exist.'*

All focus group participants reported that they assumed they were tenants – until a dispute arose and they contacted Threshold for advice. This gap in knowledge highlights not only a widespread unawareness of residential licence agreements and their implications, but also the vulnerability people face when they discover, sometimes too late, that they have very few rights. Participant 7 shared what happened when the moment of revelation came:

> *'I found out that actually I was not a tenant, but I was a licensee... I got even more depressed and very, very stressed to the point that I tried to contact a lawyer.'*

Similarly, Participant 8 said that:

> *'We only found out we were licensees when we rang Threshold during our eviction, and their advisor told us, 'We can't do anything for you because you signed a licence agreement.''*

The transition from (perceived) tenant to (actual) licensee is not a mere legal technicality; it is a profound dislocation of security, rights, and peace of mind. These experiences illustrate three critical points. First, the majority of licensees have no meaningful access to clear, authoritative information distinguishing licences from tenancies. Second, discovering that one's assumed rights vanish overnight not only triggers acute stress but often precipitates mental health crises. And third, once they find out about their licensee status, participants realise that avenues for dispute resolution, including RTB processes are simply closed off to them, leaving them with few, if any, enforceable claims against their licensors.

6.2 Power Imbalances and 'Bad Licensor' Practices

As Section 2 highlighted, the RTA imposes clear standards on notice periods, eviction procedures, and property maintenance. The focus group data shows that, in the licence context, those safeguards do not exist: informal living arrangements sometimes become an instrument of licensor (or head tenant) domination, with no statutory check on evictions, rulemaking, or access to repairs. This power asymmetry not only violates basic notions of housing security, but normalises an entire sub-market where occupants live with very few statutory rights.

Licensees repeatedly situated their precarity in stark contrast to the perceived more balanced power dynamic that statutory tenancies prescribe. Without the safeguards of the RTA, many described licensors (or head tenants) as wielding unilateral control, imposing flash evictions, capricious rules, and even physical intimidation.

6.3 Intimidation and Hostile Evictions

Several participants recounted episodes in which licensors, or in some cases, head tenants, escalated verbal threats into outright hostility and threats of violence. Such conduct not only violated basic norms of decency but called attention to the licensee's lack of any legal shield. Participant 1 described a particularly physical threat against themselves:

> *'On the last day we asked for a couple of extra hours to move out, he [licensor] literally pushed one of my housemates down the stairs. We had to run for our lives.'*

Participant 9 also had a distressing experience:

> *'He came banging on the door while I was in the shower, telling me to get out. I had to call the guards, who said there was nothing they could do.'*

These confrontations underline the absence of procedural protections for licensees. Threshold advisors noted that in some cases, licensees were given one-hour eviction notices. While tenants would benefit from specific notice periods, for example, under the RTA, licensees often face instant removals with no forum to challenge them.

6.4 Head / Lead Tenant

In some focus group participant accounts, the individual officially named on the lease was neither the property owner nor a professional landlord but a tenant. They were often described as a 'lead' or 'head' tenant. In practice this arrangement added a confusing intermediary layer: licensees had no direct contractual relationship with the true landlord and instead dealt with a peer who wielded all the powers of a live-in landlord.

Participants reported that lead tenants set the house rules, collected rent, and determined when to report maintenance issues – or simply ignored them. As Participant 9 recalled:

> *'Our 'landlord' was really just another tenant with a lease. When the boiler broke, only he could contact the landlord, and often he didn't.'*

Similarly, Participant 2 described arriving in a house where:

> *'It wasn't the landlord, it was the lead tenant who controlled everything. We didn't even know who the real landlord was.'*

Head tenants' obligations fall outside the RTA, so they are not subject to statutory repair, registration, or deposit-protection duties; but they still owe their own landlord the usual tenant obligations, such as reporting damage or necessary repairs. Licensees in these settings found themselves unable to enforce even basic service standards and were frequently left in maintenance limbo where broken appliances or plumbing issues remained unaddressed because the lead tenant lacked the authority or willingness to engage with the true landlord. Where an ordinary tenant becomes the primary point of contact and effectively acts as the landlord in practice, these arrangements expose a critical lacuna in Ireland's licensing regime.

6.5 Information and Support Barriers

The focus group data exposed how legislative gaps translate into practical obstacles. Even when licensees know they lack formal protections, they struggle to find even basic, reliable guidance on where or to whom to turn.

Nowhere to Go for Help

After licensees finally discovered their status, they encountered a second barrier: no specific agency had jurisdiction to assist. Local authorities may investigate complaints of substandard living conditions. In turn, the Small Claim Court can hear disputes that, if it was related to a tenancy, would go to the RTB. As noted from the focus groups with Threshold advisors, as front-line staff, advisors can inform clients and try to be supportive – and with the licensee's permission, they can also advise and speak directly to the licensor – but their role is limited to those actions. Licensee participants described their experience in receiving advice on their situation:

> *'I rang Threshold about our broken boiler and the landlord's threats. Their advisor said, 'I'm sorry, but you have a licence, you have no rights under this scheme.' I felt utterly abandoned.'* (Participant 3)

> *'I spent hours on the RTB website looking for anything on licences and found nothing. Only when I rang Threshold in panic did I learn: there's no protection.'* (Participant 5)

Because most licensees lack access to the RTB's dispute-resolution mechanisms, they cannot lodge repair complaints under section 12 of the RTA or access deposit-return adjudication under Section 78 of the Act for example, a problem that is common among licensees.[66] As the licensees' conditions currently stand, they are deprived of both rights and venues to uphold their rights.

[66] Morley (2022).

6.6 Emotional and Health Impacts

Licensees' precarious legal status and the threats of eviction they face can take a profound emotional and physical toll. Without statutory safeguards or clear avenues for redress, every focus-group participant described heightened anxiety, stress, and feelings of powerlessness, sometimes tipping into mental health crises.

The loss of assumed tenancy rights and absence of any clear dispute resolution space can place licensees under intense psychological pressure. The uncertainty and powerlessness can precipitate acute stress, anxiety, and in some cases, serious mental-health crises. Living in a licence arrangement created a constant fear of sudden eviction or licensor hostility for some research participants. Participant 10 described lying awake at night, replaying every licensor communication:

> *'Anytime I heard a message or a knock, my heart would race – was this it? Am I out tomorrow?'*

Several participants felt unable to share their housing struggles with friends or family, feeling ashamed of their situation. Participant 5 shared that:

> *'As a [health professional], I'd spent years helping others, but I couldn't admit I was having this trouble; I was too ashamed.'*

Participant 8 also described their challenge with juggling high-pressure work and the daily uncertainty of their licence arrangement, observing:

> *'(...) for me it was a very high stress, a lot of time and effort going one way and then trying to figure out that [licensee] situation. No one's talking about it, and you kind of feel ashamed.*

For many, these sustained stressors – which are rooted in legal invisibility, power imbalances, and support barriers – reveal that the impacts on licensees extend far beyond simple inconvenience, reaching into the area of mental health and well-being. Quantitative data from the 2024 USI survey, which was not limited to licensees but is the only available and relatively thorough dataset on student housing experiences, reinforces those findings. Approximately 41.1% of surveyed students reported negative impacts on their mental health due to their housing situation, highlighting the widespread emotional toll of precarious living arrangements. Additionally, over half of the students (56.5%) indicated they would move immediately if given another option, reflecting the depth of dissatisfaction and instability experienced in insecure, unsuitable housing.[67]

[67] USI (2024).

6.7 Solutions And Suggestions

During the focus groups, participants were asked to comment on possible solutions and pathways to improve the rights of licensees. From this, four core insights emerged, pointing to changes that could begin to address licensees' invisibility, insecurity, and lack of recourse.

Address the perceived legal invisibility

- Introduce a statutory registration scheme for residential licences. Every licensee should receive a government-issued certificate of registration, much like a tenancy registration, providing a clear, legal record of their occupancy. That certificate would be admissible evidence for any future conflict or complaint, while also providing proof of address.

Address maintenance obligations

- Ensure minimum living standards in the licensing framework (e.g. functioning heat, hot water), coupled with a type of rapid remedy procedure. This would compel licensors to address urgent repairs within a fixed timeframe or face administrative penalties.

Address the knowledge gap among providers

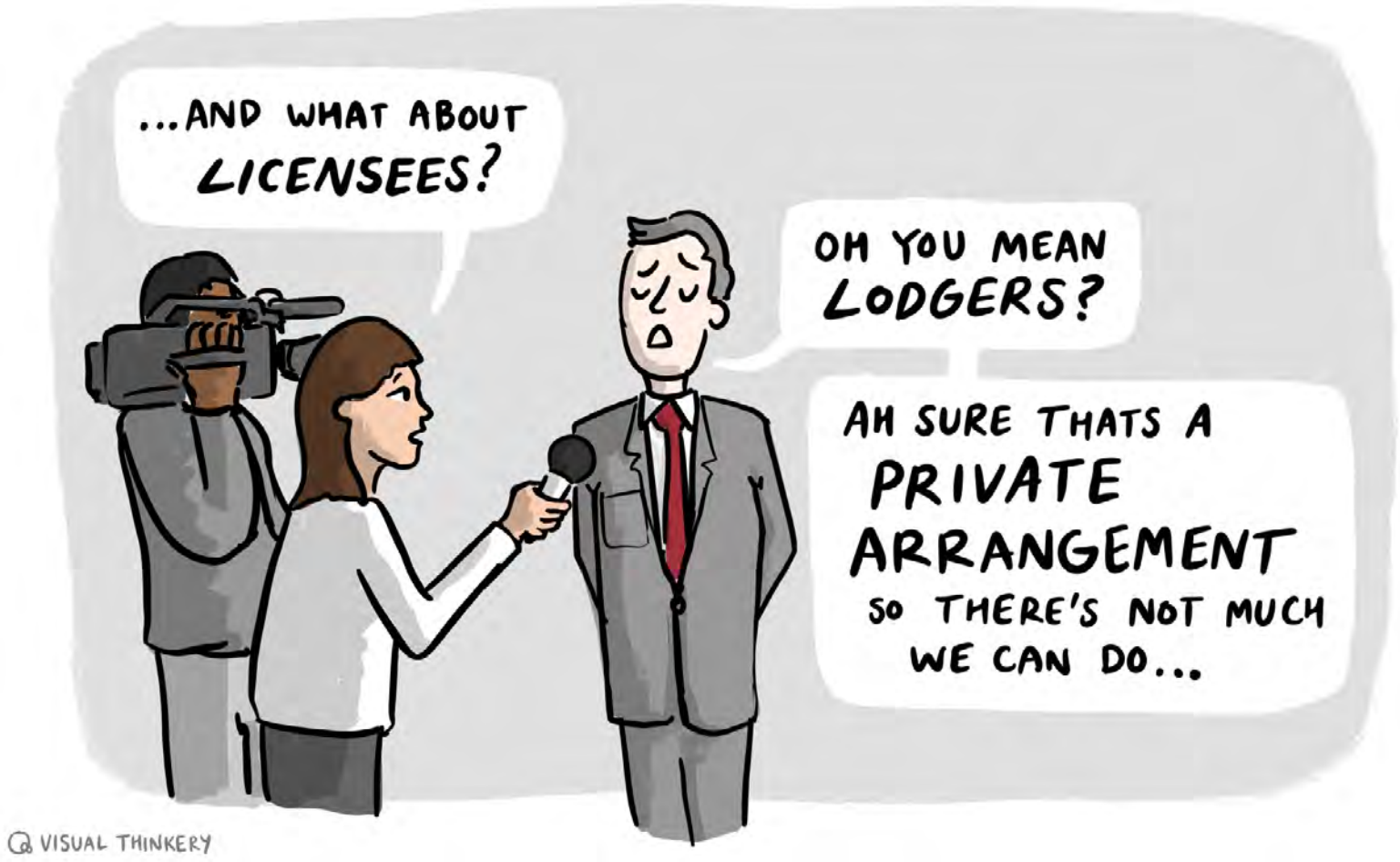
- Mandate a short, state-approved 'Licence Accommodation' training course for anyone offering residential licence agreements. Completion would be a precondition to registering a licence, ensuring all providers understand their core duties before taking in occupants.

Address the advice and enforcement gap

- Create a type of dedicated Licence Dispute Helpdesk to guide licensees on their rights and routes to resolve problems. At the same time, extend the RTB's remit (or even create a parallel tribunal), so that it can hear licence disputes under similar procedural safeguards to those it applies in tenancies.

These are four valid reform suggestions from licensees that could transform this largely unregulated sector into one with a clear framework on residential rights and standards, educated providers, and accessible dispute resolution spaces, bringing licensees similar statutory rights that tenants already enjoy. Some of those suggestions have been incorporated in full and some in part into the policy recommendations of this report.

SECTION 7
RECOMMENDATIONS AND POLICY IMPLICATIONS



Section 7 – Recommendations and Policy Implications

Based on the findings of this report – which include expert interviews, focus-group testimonies, and collaboration with Threshold's research and policy team – the following 15 recommendations seek to support basic protections for residential licence holders while preserving a flexible and affordable room-letting market in Ireland.

7.1 Recommendations

Proposal 1 Recognise de facto landlords in the RTA and apply core RTA protections and obligations
a) Broaden the RTA definition of 'landlord' to include any person exercising landlord-like functions (e.g. rent collection, rule enforcement, or maintenance decisions) regardless of formal titles, excluding owner occupiers who are letting out rooms in their own home. **b) Ensure that anyone who meets the definition of landlord is subject to the landlord obligations set out in the Act, including, but not limited to, registration of rentals, protection of deposits and the provision of statutory notices of termination.**
Details: Many licensees do not deal with owners but with head tenants or sub-leaseholders who assume landlord or licensor roles. Where these individuals voluntarily grant exclusive occupation and retain eviction power, they are already exercising substantial control akin to ownership rights. In such cases, it is proportionate and constitutionally fair to match those powers with enforceable duties. Including these 'de facto' landlords under statutory duties ensures that whoever wields eviction powers must also honour deposit, notice, repair, and registration obligations. This reform would not diminish the property rights of the underlying owner, nor impose duties on head tenant acting solely as agents for the owner-landlord. This reform can close the loophole that leaves licensees helpless when head tenants or sub-letting intermediaries refuse to meet basic obligations. By matching eviction powers with enforceable duties, the State can guarantee at least minimal security of tenure while respecting constitutional property protections and contractual arrangements.

Proposal 2 Define and list protected licence categories in the RTA
Provide a non-exhaustive list of identifying characteristics to assist RTB decision makers in differentiating between tenancy and licensee arrangements.
Details: Under the current RTA, accommodation providers can label genuine tenancies as licences in an attempt to evade RTA duties. It is proposed to amend the RTA to include a statutory schedule of characteristics, such as: • Licence indicators: no exclusive possession, shared or rotating occupancy, mobility clauses, service-integration as the primary payment purpose • Tenancy indicators: exclusive possession of a defined space, fixed periodic rent, stability of occupation Tribunals could use this schedule as a decision-making tool, weighing the real facts over contractual labels. New models of occupancy would be captured by updating the schedule every five years. This approach provides clarity for licensors, licensees, and adjudicators without locking the law into a rigid, exhaustive definition that may quickly become outdated.

Proposal 3 Calibrate protections by licence type
Not all residential licences involve the same power dynamics, risks, or need for regulation. Flat-share arrangements, head tenant sub-licences, and homeowner Rent-a-Room lettings may all fall under the same legal category, but the nature of the relationship and the licensee's security of occupation differ significantly. A single, uniform rule risks either over-regulating low-risk, informal arrangements or leaving higher-risk situations insufficiently protected.
Details: Using the RTB categorisation schedule (Proposal 2) as the reference point, statutory protections would be matched to the risk profile of each licence type. Spare-room Rent-a-Room lettings in owner-occupied homes could follow lighter-touch rules and streamlined compliance, while head-tenant-to-subtenant agreements, where the occupant's security depends entirely on the head tenant, would carry full tenancy-style rights after a set period, for example. This targeted approach ensures that obligations are proportionate, enforcement is focused where most needed, and the diversity of licence arrangements is preserved.

Proposal 4 Introduce an assumption of tenancy in the RTA
Treat any occupant enjoying exclusive possession of residential premises as a tenant, unless the accommodation provider can clearly demonstrate otherwise.
Details: Where an occupant holds sole control of entry (e.g. key or lock) and no one else may lawfully enter without permission, the RTA would deem that person a tenant by default. The onus would then lie on the accommodation provider to rebut via clear and convincing evidence that the arrangement is genuinely a licence (for instance, shared-use facilities, statutory definitions). Accommodation provider would be able to challenge and a failure to do so would automatically uphold tenancy status.

Proposal 5 Presumption of tenancy for long-term sub-tenants
Where a sub-tenant has resided in a property for at least six months and the landlord is aware of their occupation without raising an objection, the law should create a presumption that the sub-tenant is a tenant under the RTA. This would shift the process from the current opt-in model (where the sub-occupier must request recognition) to an opt-out model, where tenancy rights apply automatically unless the landlord can show clear grounds for exclusion. The burden of proof would rest on the landlord to rebut the presumption, for example by demonstrating that the arrangement genuinely falls under a statutory exemption (e.g. live-in landlord, student-specific licence).
Details: This reform would remove the discretionary gatekeeping power currently held by head tenants, who can block sub-occupiers from securing tenancy rights despite long-term, stable occupation. It ensures that those who have 'de facto' settled into a dwelling enjoy the security and protections of the RTA, while still allowing landlords to rebut the presumption in legitimate cases.

Proposal 6 Extend deposit protection and minimum notice to licence arrangements
Mandate that all residential licences be subject to RTB-style deposit dispute resolution and a clear minimum notice period. If a licence arrangement is taking place in a principal private residence (Rent-a-Room scheme), a 'reasonable' period of notice should apply; however, where a formal written licence agreement sets out fixed notice terms, those terms would take precedence. Minimum notice protections should extend to licence agreements excluding Rent-a-Room scenarios. These licensees must also enjoy exclusive possession of the room in the dwelling they are renting, as well as reasonable access to the dwelling's facilities, for example the kitchen, bathroom, and garden.
Details: Presently, licensees have no statutory right to deposit dispute adjudication or guaranteed advance notice before eviction, aside from a vague reasonable notice requirement. This leaves many vulnerable to sudden loss of housing and withheld deposits. This proposal would require licensor (including head tenants) to lodge licence deposits with a secure-holding scheme, giving all licensees, including Rent-a-Room lodgers, access to RTB dispute resolution. It also includes setting a statutory 28-day written notice minimum for all residential licences except Rent-a-Room in an owner's principal residence, where homeowners must instead give reasonable written notice, which could be based on the length of stay and guided by RTB criteria.

Proposal 7 Establish a central residential licence registry
Build an online register of all residential licences to support better oversight, policymaking, and enforcement. The functionality of the RTB's new online portal should be expanded to include a dedicated register of licence agreements. This would improve transparency, provide accurate data on the scale and nature of the licence sector, and support enforcement of minimum standards. **While all licences should in principle be subject to registration, in practice it may not be feasible or proportionate to require registration of Rent-a-Room arrangements within an owner-occupied dwelling.**
Details: Unlike tenancies, many licences are invisible to regulators and policymakers. A central registry would make licence arrangements visible for the first time, allowing for targeted inspections, evidence-based housing policy, and more effective enforcement. Data should be drawn from multiple sources, not just Revenue Rent-a-Room claims and RTB entries, but also from direct online submissions and integration with local authority inspection records to ensure broad coverage.

Proposal 8 Enforce minimum standards to licence arrangements (excluding Rent-a-Room)
Ensure the Minimum Standards for Rented Housing are enforced for all residential licences except Rent-a-Room arrangements in an owner's principal residence, which require separate consideration.
Details: Many licensees live in conditions that would fail the basic habitability tests applied to tenancies. Ensuring these minimum standards – covering safety, hygiene, heating, and maintenance – would protect vulnerable licensees. This would require a register of licence arrangements to allow the local authorities to undertake their periodic inspections. Rent-a-Room scenarios should be addressed separately through a light-touch framework proportionate to their scale and nature, possibly linked to tax-relief compliance.

Proposal 9 Creation of a one-stop information hub
Create a dedicated RTB portal for licensees with: (a) a clear licence vs tenancy explainer; (b) specialist advisors able to triage licence disputes; and c) seamless referrals to Threshold, Citizens Information, and Free Legal Advice Centres (FLAC) where needed.
Details: Licensees often navigate confusion and uncertainty alone. A centralised information hub and licence vs tenancy explainer would demystify their legal status, signpost where to turn for help, and establish a clear baseline of expected services. This information portal should be established as a statutory obligation on the RTB. The RTB's role would remain information-only, while partner organisations could provide case-specific advice and representation. This framework needs to be underpinned by a multilingual communication strategy. This is critical for reaching and informing all types of licensees, particularly international students, newcomers, and other groups who may not have English as a first language.

Proposal 10 RTB to produce and distribute an official template agreement for licence arrangements
RTB to provide a clear, official template agreement for anyone granting a residential licence, building on the existing voluntary framework but elevating it to a best-practice standard. This template would: (a) spell out minimum notice periods (aligned with RTB standards for tenants); (b) lay out deposit handling, repair obligations, and service-fee definitions in plain English; and (c) include guidance clauses on access, rule changes, and dispute-resolution pathways. Both licensors and licensees could be informed about the existence of this template via information campaigns.
Details: At present the Rent-a-Room voluntary framework (https://www.gov.ie/en/department-of-further-and-higher-education-research-innovation-and-science/publications/rent-a-room-voluntary-regulatory-framework/) and its sample licence agreement are virtually unknown – universities and student unions use their own templates too – so a single, RTB-endorsed voluntary licence template, hosted alongside plain-English guidance and referral links (Threshold, Citizens Information), would give licensees one reliable source for rights, responsibilities, and support.

Proposal 11 Reform the Rent-a-Room relief pro rata to occupation days
Scale the annual €14,000 tax-exemption ceiling in proportion to the actual days a room is let, rather than a flat year-long amount.
Details: This adjustment curbs the incentive to mischaracterise long-term arrangements as short-term licences simply to access the maximum relief. It encourages accurate reporting and discourages the overuse of Rent-a-Room for year-round lettings, promoting transparency.

Proposal 12 Link Rent-a-Room tax relief to high quality standards
Require any homeowner claiming the Rent-a-Room tax exemption to certify compliance with a specific set of standards for such scenarios, taking into consideration potential constitutional issues.
Details: Under the current scheme, homeowners receive tax relief of up to €14,000 per annum with no obligation to maintain basic habitability. By tying the rebate to self-certified or professionally inspected standards that cover essential amenities (heating, ventilation, safe electrical systems, hygiene facilities), the State can use this existing incentive to elevate accommodation quality. Failure to maintain standards would trigger loss of the tax benefit until rectified, creating a financial motive for homeowners to invest in ongoing upkeep.

Proposal 13 Tailored framework for Rent-a-Room arrangements
This framework for Rent-a-Room arrangements should include minimum notice periods proportionate to short-term occupation; basic habitability standards covering safety, hygiene, and essential amenities; and access to dispute resolution through the RTB if issues arise. Compliance should be linked to eligibility for Rent-a-Room tax relief, ensuring that homeowners claiming exemptions maintain minimum standards. Additionally, the framework should clearly define the boundaries of the scheme to prevent its misuse for long-term arrangements that would otherwise qualify as full tenancies or licences.
Details: Owner-occupied Rent-a-Room arrangements are typically low-risk and short-term, so applying full tenancy law may be disproportionate. A separate recommendation allows a proportionate framework that balances occupant protection with homeowner flexibility. A specific recommendation on the Rent-a-Room scheme is needed because this scheme creates a unique legal and practical situation that doesn't fit neatly under general tenancy or licence rules. The scheme is tied to tax relief rather than housing rights. Without explicit legal clarification, compliance focuses on revenue, not the occupant's security or dwelling's habitability.

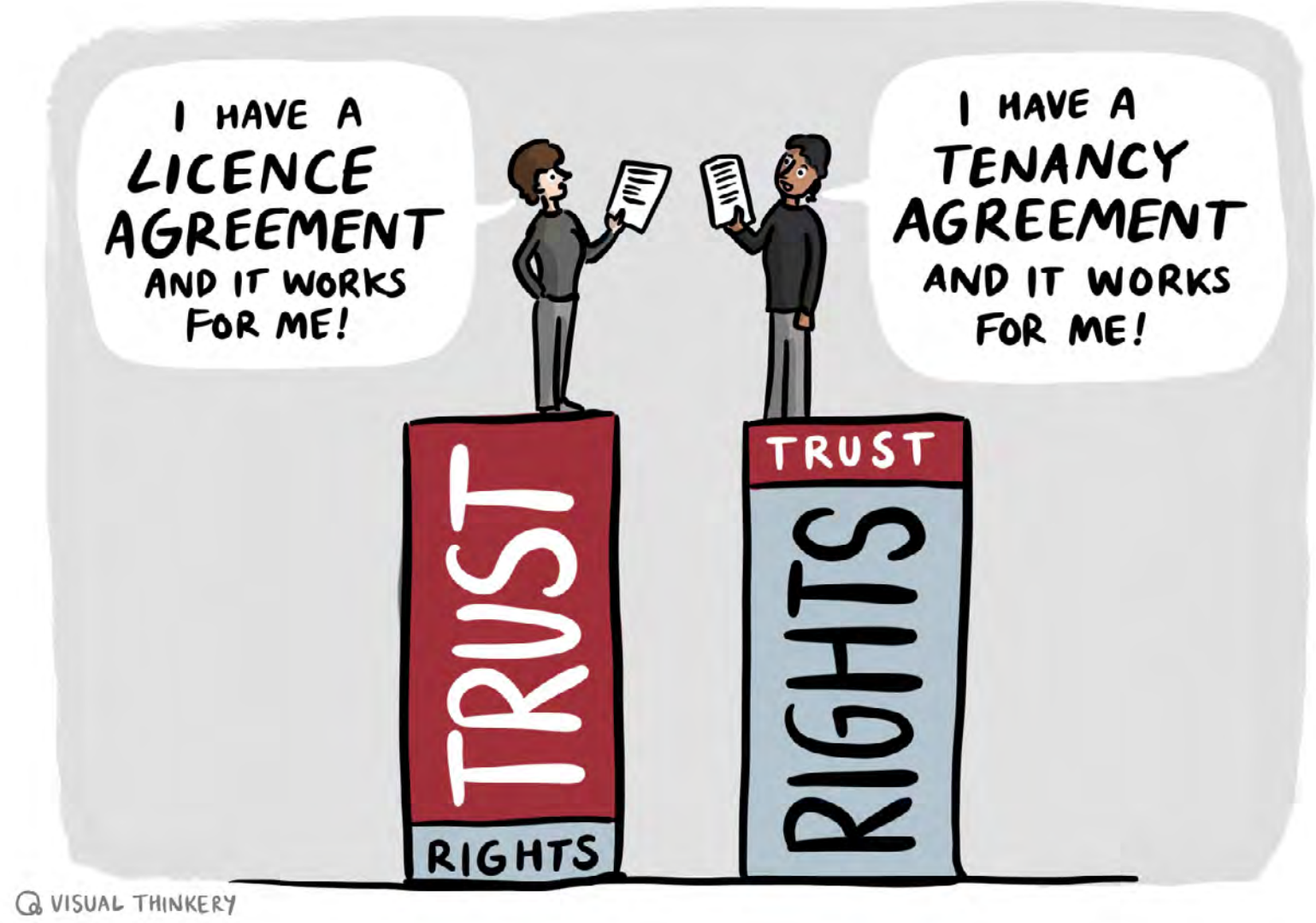
7.2 Implementation Challenges and Caveats

In outlining concrete policy and legislative reforms, it is important to acknowledge two practical and political constraints identified:

1. Many licensees occupy spare rooms in private homes, which are a critical source of affordable housing. Imposing mandatory registration, deposit protection, or repair obligations on these informal hosts may deter them from offering rooms at all and shrink a relevant segment of rental supply. This can be addressed by coupling any new statutory obligations with targeted incentives and streamlined compliance measures. For example, homeowners offering a single spare room could access a simplified and free registration process via the RTB's online portal rather than the full tenancy registration system. In exchange for deposit protection and basic repair duties, hosts would receive an enhanced tax rebate above the existing Rent-a-Room ceiling, on the condition that they meet a concise fit-for-rent checklist (e.g. functioning shower, smoke alarms, adequate heating and cooking facilities). Such a light-touch regime would safeguard licensees' rights without overburdening small-scale hosts, preserving the viability of spare-room lettings while ensuring minimum standards.

2. Broadening the regulatory definition of licences in housing threatens to reopen the long-standing debate over property rights, which is a sensitive topic in the country. In the current political climate where tenant-protection measures already face strong opposition, extending new safeguards to licensees is essential but challenging. This can be addressed by framing any residential-licence reforms within an explicit language that simultaneously reaffirms the existing lease/licence distinction, demonstrating that full Part 4 tenancy rules remain exactly as they are while carving out a narrowly defined category of residential licence for room lettings to reassure stakeholders that the core licensee regime remains unchanged. What is more, a targeted public-consultation process, with representatives of homeowners, licensees, student bodies, and other accommodation providers (such corporate landlords managing PBSA), can refine the definitions, suggest novel approaches, and build cross-group consensus before enactment, helping to defuse political resistance.

SECTION 8
CONCLUSION



Section 8 – Conclusion

This report set out to examine the lived realities of residential licensees in Ireland, a group of renters who, unlike statutory tenants, navigate deeply informal housing arrangements without the legal safeguards of the RTA.

The thematic analysis revealed six interlocking dimensions of licensee precarity. First, licence arrangements are deliberately excluded from the RTA's protections, leaving residents without notice periods, deposit dispute mechanisms, or any formal means to resolve conflicts. Second, landlords sometimes brand exclusive-possession agreements as licences to sidestep maintenance, registration, and dispute resolution duties. Third, tax incentives offer benefits to property owners, yet no reciprocal rights are extended to licensees. Fourth, RTB tribunals seem to often reclassify licences as tenancies when exclusive possession is proven. Fifth, no centralised guidance exists, and frontline charities have limited grounds on which to intervene. Finally, the instability, high costs, and housing insecurity can exact a severe toll on mental and physical well-being.

These findings carry two significant implications. First, they provide an empirical grounding for reform, offering policymakers concrete evidence of the harms caused by unregulated licensing. Second, they offer a blueprint for proportionate intervention, one that preserves the flexibility licensors and homeowners need to offer spare-room accommodation while guaranteeing licensees essential protections, such as registration, deposit security, minimum service standards, and access to dispute resolution.

Looking ahead, further research should evaluate the impact of tax incentives on housing supply and quality or compare international approaches to regulating lodger and room-letting schemes. Such studies would help to map the wider landscape of licence arrangements – including their prevalence, operators, and functions. Only with this deeper understanding can Ireland start to seriously design targeted and effective policies that extend the dignity of statutory tenancies to those currently relegated to a second-class housing sector.

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22 South Mall, Cork, T12 C2YN

Western Regional Offices
5 Prospect Hill, Galway, H91 HC1H
Unit 2-4 Howleys Court, Steamboat Quay, Dock Road, Limerick, V94 P8C0

National Freephone Helpline:
1800 454 454
9am to 9pm Monday to Friday

advice@threshold.ie
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