

GUIDE TO OUT-OF-TOWN STUDENTS RENTALS



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INTRODUCTION

The Orienta Giovani and Piacenza Talenti helpdesks of the Municipality of Piacenza, as part of the Rental Protocol signed in spring 2025 by the Municipality of Piacenza, the Associazione Proprietari Casa-Confedilizia di Piacenza, Federazione Italiana Agenti Immobiliari Professionali (F.I.A.I.P.) di Piacenza, Federazione Italiana Mediatori Agenti d’Affari (F.I.M.A.A.) di Piacenza, Sindacato Unitario Nazionale Inquilini e Assegnatari (S.U.N.I.A.) Federazione di Piacenza, Sindacato Inquilini Casa e Territorio (S.I.Ce.T.) di Parma-Piacenza, Unione Italiana del Lavoro (U.I.L.) Emilia Romagna sede di Piacenza, offers the possibility to publish rental listings for those wishing to rent their properties to students enrolled in local universities and AFAM institutions (Università Cattolica del Sacro Cuore - Campus di Piacenza, Politecnico di Milano, Università di Parma, and Conservatorio “Nicolini” of Piacenza) through its information channels and the Piacenza Talenti’s [website](#).

To support this objective, the helpdesks provide this short guide, which in any way is not intended to replace professional advice from sector specialists. Instead, it aims to serve as an introductory guide for those who wish to make housing available to university students living in Piacenza.

UNIVERSITY STUDENT RENTAL CONTRACT

The university student rental agreement is a specific type of **temporary, regulated-rent lease**, which differs from ordinary lease arrangements. In this case, the landlord (or “locatore”) provides one or more non-resident students (the tenants or “conduttori”) with a residential property - or part of it - located in a municipality (different from the student’s place of residence) where a university is based, or in a neighboring municipality included among those identified in the Accordo locale (Territorial Agreement). This type of contract is governed by [Article 5 of Law 431/1998](#) and by the [Ministerial Decree of 16 January 2017](#).

WHAT MUST BE INCLUDED?

The template for the university student rental agreement is provided in the [Annex C of Ministerial Decree \(D.M.\) dated 16 January 2017](#), and its text must be followed precisely. The agreement may be drawn up without the direct assistance of professional associations; however, it is still necessary to contact the associations that signed the current Territorial Agreement in order to obtain the “attestazione di rispondenza” (certificate of compliance) as required by the D.M. 16/01/2017. This certificate confirms that both the economic terms and the legal content of the contract comply with the Territorial Agreement.

The contract must include a number of essential elements:

- **The personal details of both the landlord(s) and the tenant(s)** The rental

contract may also be signed by the student's parents or by the student's support institutions (enti per il diritto allo studio).

- **The description and the location of the property**, including its cadastral details. It is possible to rent only part of the property (although individual beds cannot be rented). A floor plan and an inventory of the items contained in each room should also be attached.
- **The amount of the rent** must be established in compliance with the minimum and maximum limits set by the tables (in the case of Piacenza, updated every year according to the ISTAT index) attached to the Territorial Agreement for regulated-rent contracts.
- **The duration of the contract**, which may range from a minimum of 6 months to a maximum of 36 months, and can be renewed for the same period only once.
- **The security deposit** (maximum of 3 months' rent) as a guarantee for potential damage to the property.
- A clause stating that the tenant has received all the required documentation and information, including the **Energy Performance Certificate** (attestato di prestazione energetica - APE).
- A clause stating that **the student is living away from home** (fuorisede) and is enrolled in a degree programme at one of the universities located in the area.

The rental contract must be registered with the Agenzia delle Entrate (Italian Revenue Agency) within 30 days from the date of signing or from the contract's effective start date. The essential documents required for registration are:

- Two copies of the rental agreement, signed on every page by both parties;
- A €16 revenue stamp (marca da bollo) for every 4 pages of the contract. (**Note:** this requirement does not apply if the "cedolare secca" flat-tax regime is chosen);
- Payment of the registration tax, equal to 2% of the annual rent amount. (**Note:** this requirement also does not apply under the "cedolare secca" regime);
- Submission of the **RLI** form, used to register the rental contract.

Registration can also be done telematically. Contract-related expenses, including registration costs and the annual registration tax, are shared equally between the landlord and the tenant, unless otherwise agreed by the parties.

WHAT ARE MY OBLIGATIONS AS A LANDLORD?

The landlord is responsible for:

Administrative expenses;

- Taxes payable by the property owner (excluding COSAP if the tenant uses the driveway access—this cost will then be charged to the tenant);
- Insurance for the building/property;
- Extraordinary maintenance expenses for the building/property;
- Extraordinary repair costs in case of damages or breakages in the apartment (once the tenants have notified the landlord).

In any case, the allocation of additional charges must comply with the specific table provided in **Annex D of the Ministerial Decree of 16 January 2017**.

WHAT ARE MY OBLIGATIONS AS A STUDENT?

The tenant's primary obligation is the payment of the rent, which must be made on the dates agreed upon in the contract. Failure to pay the rent by its due date entitles the landlord - after 20 days from the scheduled deadline - to request eviction (**Art. 5, Law 392/1978**). However, the student may avoid termination of the contract by settling the outstanding payments directly during the hearing, or by requesting from the judge a "grace period" of up to 90 days to do so (**Art. 55, Law 392/1978**). Arrears may be remedied up to three times within a four-year period, provided that at the first hearing the tenant pays all overdue rent as well as the legal costs determined by the judge.

The following expenses are also entirely the responsibility of the tenants:

- Utility expenses: water, electricity, gas, and heating;
- Expenses for emptying septic tanks and latrines;
- Costs for the operation and routine maintenance of any elevator;
- Routine maintenance of the rental unit and minor repairs;
- Expenses for the provision of common services (cleaning, etc.).

In any case, the allocation of ancillary costs must comply with the provisions of the appropriate table, namely **Annex D of the D.M. of 16 January 2017**. If the tenant fails to pay ancillary charges equal to two months' rent, the landlord may request and obtain eviction for non-payment.

It is **not permitted** to sublet the property; university students may not rent the property to third parties.

WHAT ARE THE BENEFITS FOR ME AS A LANDLORD?

The landlord may choose (provided that a specific clause is included in the contract) to opt for the cedolare secca flat-tax regime, which provides for the payment of a tax equal to 10% of the agreed annual rent and exempts the parties from paying the annual registration tax ("imposta di registro annuale") and stamp duty ("imposta di bollo"). The cedolare secca must be calculated, starting from the year following the effective date of the contract, when filing the income tax return, according to the ordinary deadlines (30 June and 30 November) for income tax payments.

If, instead, the ordinary IRPEF taxation system is chosen, Law 431/98 provides that canone concordato (agreed-rent) contracts for out-of-town students are entitled to an IRPEF deduction equal to 30% of the rent.

WHAT ARE THE BENEFITS FOR ME AS A STUDENT?

Out-of-town students may also benefit from a 19% IRPEF deduction on the annual rent paid, up to a maximum amount of €2,633 (applicable to each student, even in the case of joint contracts), provided that the university is located in a municipality:

- Different from the one in which the student has official residence, **and**
- At least 100 kilometers away, **and**
- Located in a different province from the student's municipality of residence.

This deduction can be claimed only if **all** these conditions are met. If the student is fiscally dependent on their parents, the parents may claim this tax benefit instead.

The tenant also has the right to vote in the condominium assembly regarding the management of centralized heating and air-conditioning services, and the right to participate (without voting rights) in all other decisions concerning common services.

I AM A STUDENT - SHOULD I CHANGE MY RESIDENCE?

Absolutely not! On the contrary, applying for residency (even if you meet all the necessary requirements) results in the existing contract being converted into a standard rental contract, with the consequent loss of the benefits guaranteed by the student lease.

... AND DURING THE CONTRACT?

During the term of the contract, the student may request **early termination of the agreement** for justified reasons, giving three months' notice. Termination must take place through a notice of withdrawal sent by registered mail with return receipt.

At the first expiry date, if the tenant (and **only** the tenant) does not give notice of termination (at least one month before the contract expires), the contract is **automatically renewed** for a period equal to the original one. At the second expiry date, the contract will end automatically, without the need for any notice, and cannot be extended.

Often the contract is signed by multiple students, and it may happen that one of them decides to withdraw from the agreement: in this case, the remaining tenants - who are jointly liable - are still required to pay the full rent (they will simply "make up for" the missing share). The tenants may, however, replace the students who have left the property with others who agree to accept the terms of the existing contract. Therefore, two situations may arise following a **partial withdrawal** (recesso parziale):

- Withdrawal of one tenant without a replacement;
- Withdrawal of one tenant with replacement, which must be formalised through an addendum to the original contract, where the new student accepts the terms and all existing clauses. In this case, the RLI form must be submitted to the Revenue Agency (Agenzia delle Entrate) for the replacement, and the registration tax must be split equally between the student withdrawing and the one taking their place.

In the event of total withdrawal - all original tenants withdraw from the contract or are replaced - the existing contract must be terminated and a new one must be drawn up; otherwise, it will be considered automatically terminated, except for payment of an

occupancy indemnity until the property is vacated.

When the contract ends – either naturally or due to early termination – the student must leave the property and return the keys. Together with the landlord, they must check the condition of the rooms occupied, since in the event of damage not due to normal use, the landlord may claim compensation from the security deposit. Once the inspection is completed, the parties can sign a release declaration, which aims to protect the tenant from any further claims the landlord might make afterward.

I WOULD LIKE MORE INFORMATION , WHERE CAN I FIND IT AND WHO CAN I SPEAK TO?

There are several additional online resources to obtain further information. In particular, the following are worth mentioning:

- The website of **Confedilizia** dedicated to residential leases: www.affittocasa.info;
- The website of **Sindacato Unitario Nazionale Inquilini e Assegnatari (S.U.N.I.A.)**: www.suniaer.it;
- The website of **Sindacato Inquilini Casa e Territorio (S.I.Ce.T.)**: www.sicet.it
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For any further questions, you can contact:

- **Piacenza Talenti help desk**
 - Inside Too (via XXIV Maggio, 51 – Piacenza)
 - Open Tuesday and Thursday from 4.30 to 7.30 pm
 - Phone number: 347 6790283
 - Mail: info@piacenzatalenti.com
- **Associazione Proprietari di Casa – Confedilizia di Piacenza**
 - Via del Tempio, 27-29 - Piacenza
 - Open Monday to Friday from 9 am to 12 pm and Monday, Wednesday and Friday also from 4 pm to 6 pm.
 - Phone number: 0523 327273
 - Mail: info@confediliziapiacenza.it
- **Federazione Italiana Agenti Immobiliari Professionali (F.I.A.I.P.) di Piacenza**
 - Via IV Novembre 150 - Piacenza
 - Phone number: 0523 711513
 - Mail: presidente@piacenza.fiaip.it
- **Federazione Italiana Mediatori Agenti d’Affari (F.I.M.A.A.) di Piacenza**
 - Strada Bobbiese 2 - Piacenza
 - Phone number: 0523 461811
 - Mail: presidenza@fimaapiacenza.it
- **Sindacato Unitario Nazionale Inquilini e Assegnatari (S.U.N.I.A.)
Federazione di Piacenza**

- Via XXIV Maggio, 18 – Piacenza
- Open Monday to Saturday from 8.30 am to 12.30 pm and Tuesday, Wednesday and Thursday from 2.30 pm to 5.30 pm
- Phone number: 0523 459793
- Mail: pc.sunia@er.cgil.it

- **Sindacato Inquilini Casa e Territorio (S.I.Ce.T.) di Parma-Piacenza**
- Via Cella, 11 – Piacenza
- Open Monday, Thursday from 2.30 to 5.30 pm and Saturday from 9 am to 12 pm.
- Phone number: 0523 758210
- Mail: piacenzasicet@hotmail.it

- **Unione Italiana del Lavoro (U.I.L.) Emilia Romagna sede di Piacenza**
- via Scalabrini, 37 – Piacenza
- Phone number: 0523 335841
- Mail: csppiacenza@uil.it

REFERENCE LEGISLATION

- Law 27 July 1978, n. 392. Disciplina delle locazioni di immobili urbani.
<https://www.gazzettaufficiale.it/eli/id/1978/07/29/078U0392/sg>

- Law 9 December 1998, n. 431. Disciplina delle locazioni e del rilascio degli immobili adibiti ad uso abitativo.
<https://www.gazzettaufficiale.it/eli/id/1998/12/15/098G0483/sg>

- Ministerial Decree 16 January 2017. Criteri generali per la realizzazione degli accordi da definire in sede locale per la stipula dei contratti di locazione ad uso abitativo a canone concordato, ai sensi dell'articolo 2, comma 3, della legge 9 dicembre 1998, n. 431, nonché dei contratti di locazione transitori e dei contratti di locazione per studenti universitari, ai sensi dell'articolo 5, commi 1, 2 e 3 della stessa legge.
<https://www.gazzettaufficiale.it/eli/id/2017/03/15/17A01858/sg>

("L'iniziativa rientra nel progetto del Comune di Piacenza "Stay Jude – Piacenza Talenti", co-finanziato dalla Regione Emilia-Romagna nell'ambito della legge regionale per l'attrazione e la valorizzazione dei talenti in Emilia-Romagna.")

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