

# Cancellation of Student Tenancy Policy

## Introduction

When you sign or accept an on-line tenancy agreement a legally binding contract is created between you (as tenant) and the landlord (the owner of the property). Derwent Students manages the property on behalf of the landlord and acts as the landlord's agent.

There may be circumstances in which either you or the landlord wish to cancel the tenancy agreement. This document sets out requirements in those circumstances.

**It is intended that this policy is fully incorporated into the tenancy agreement.**

## How can I cancel my Tenancy Agreement?

1<sup>st</sup> Year applicants only - If you are a prospective student and your offer of a place at your preferred University/Higher Education Institution is withdrawn by the University/Higher Education Institution as a result of you not achieving their required entry grades or because you have exceeded your expected grades you may be eligible to be released from your tenancy agreement. To apply to be released from the agreement you must send us:

- Written confirmation that you wish to cancel your tenancy agreement.
- Supporting documentation of the failure to secure a place e.g. UCAS notification

If we receive this document (by post or email) within 3 working days from the date your results are published we will cancel your tenancy agreement and refund your deposit and any accommodation fees received. Your refund will be returned in full within **four weeks**.

2<sup>nd</sup> year and subsequent year students. You have a short period after signing the tenancy agreement during which you may cancel without liability. This period is known as the Initial Cancellation Period. The duration of the Initial Cancellation Period depends on when you sign or accept the tenancy agreement. You must give us written notice (by post or email) that you wish to cancel your tenancy agreement.

- If you sign or accept the tenancy agreement on or before the 1st August the Initial Cancellation Period is three working days starting on the day you sign or accept the agreement. Your cancellation must reach us by the end of the third working day after you sign or accept the tenancy agreement and before you move into your accommodation.
- If you sign or accept the tenancy agreement after the 1st August the Initial Cancellation Period is one working day, starting from the time you sign or accept

the agreement. Your cancellation must reach us by the end of the next working day after you sign or accept the tenancy agreement and before you move into your accommodation.

All Students - If you accept an offer of accommodation online or by signing a Tenancy Agreement and then decide you wish to cancel outside of the Initial Cancellation Period, or after you have moved into the accommodation, the following applies:

- You must give us written notice (by post or email) that you wish to end your tenancy agreement;

You remain liable for the rent and any other charges stated in the tenancy agreement until:

- You find another tenant who is acceptable to the landlord to take over your legally binding contract and that tenant has fully committed to the tenancy agreement

It is your responsibility to find another suitable tenant (in most cases a prospective tenant will not be suitable if he/she is already renting a room from the landlord or bound into another contract).

When your accommodation has been re-let to a suitable replacement tenant we will release you from your tenancy agreement upon payment of a £50 release fee which will be deducted from your deposit. This fee is for room preparation and administration fees. Once we have accepted the replacement student, you must have booked and attended a final inspection of your room and flat before returning the room key to the site office and confirming your contact details on departure.

If no replacement tenant is found for your room, you will remain liable for all amounts due under your tenancy agreement and your deposit will be held until your tenancy end date. Your deposit will only be actioned for return once all charges and rent payments are received.

Derwent Students may accept a cancellation of your tenancy on grounds of a refused visa. You must contact us immediately upon notice that your visa may not be granted and should the visa be denied send through supporting documentation as evidence.

You can submit an appeal to be released from the contract earlier than the fixed end date by submitting a request to the site office along with supporting evidence. This will be passed to a panel who will review your request and make consideration of your circumstances. Once the panel has reached its decision, both you and your guarantor will be notified in writing.

## Special conditions

Derwent Students may consider a cancellation of your tenancy on medical grounds if:

1. You noted on your accommodation application that you are suffering from a medical condition for which you were receiving treatment or which was diagnosed before the start of your tenancy agreement; and
2. You produce a certificate from a recognised medical practitioner stating the medical reason why you are unable to continue to live in your accommodation.
3. You have shown due consideration and notified the accommodation Manager of any concerns as soon as they arise.

You must make your request in writing (by post or email) that you wish to end your tenancy agreement. If Derwent Students accepts the request for the cancellation of your tenancy, you will be given a release date, you will be liable for rent until this date, failure to return all keys, fobs or key-cards may incur further rental charges.

## Cancellation by the Landlord

The circumstances in which the landlord may terminate the tenancy agreement are stated in the tenancy agreement.

## Complaints

If you are not satisfied that Derwent Students have complied with this policy and wish to complain, our complaints policy gives information on what you should do, together with details of how we will handle your complaint.

## Data Protection: access to files

We will allow you to have reasonable access to personal information we hold as long as someone has not given us this information in confidence e.g. Doctor, Social worker, Probation officer etc, or when the information infringes on a third parties personal data. You can correct your information or record your disagreement with any information we hold. You can apply in person at Suite GB, Central House, Beckwith Knowle, Otley Road, Harrogate, HG3 1UF, or by writing to the same address. If you request copies of information you will have to pay a reasonable fee to cover our expenses. We will respond within 40 days.

## **Equality and Diversity: Equal Opportunities Policy**

We are committed to promoting Equal Opportunities in the provision of housing services and in the employment of staff and contractors, regardless of race, colour, nationality, ethnic and national origin, religious belief, age, gender, marital status or sexual orientation.

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**Derwent Students is a sub-division of Derwent Facilities Management**  
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