

Oxford Brookes University

# University Accommodation Tenancy Agreement or Licence to Occupy – Early Termination in Exceptional Circumstances Guidance

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## Your Tenancy Agreement or Licence to Occupy

When you sign up to your tenancy agreement or licence to occupy (“**your contract**”), you are agreeing to sign up for the whole contract period. This is known as a fixed term contract and you are responsible for paying the rent for the whole of that fixed term.

There are limited scenarios where you can exit your contract early and these are where you:

- have changed from a full-time mode to a part-time mode (only full time students are eligible to live in University accommodation); or
- have failed to meet the progression requirements for your programme of study and are required to withdraw from your programme; or
- have found another full-time student who wishes to take over your contract from you; or
- have experienced exceptional circumstances and the University, at its sole discretion, has agreed to release you from your contract early.

## Examples of Exceptional Circumstances

The University recognises that occasionally your circumstances may change after you have entered into your contract. The purpose of this guidance is to illustrate the type of circumstances whereby the University may agree to release you from your contract early subject to the payment by you of the equivalent of 28 days’ rent in consideration for your early release, which sum is a permitted payment under the Tenant Fees Act 2019.

Given the dynamics of life circumstances the University is not in a position to list all possible circumstances so what is detailed below is not exhaustive and each case will be considered on its own merits.

The University expects exceptional circumstances to be an “event or problem which you did not know about before entering into your contract or which has developed since entering into your contract and, where had you known about it before, you would not have chosen to live in the University accommodation that you selected and where, at the University’s sole discretion, the University is willing to release you from your contract.

### Examples of such circumstances may include:

- If you have suffered a bereavement of an immediate family member that has a material impact on where you wish to live.
- Unplanned conscription, Military Service or legal requirement for engagement in a military conflict.
- Where you have been determined to be “unfit to study” and/or “unfit to reside” in halls/university accommodation” by the University.
- Where there has been a change in your mental health **and** your type of accommodation is detrimental to your mental health improving **and** this position is supported by the University’s Wellbeing services.

## **If you are withdrawing from your course:**

If you are withdrawing from your programme, you must notify the Accommodation Bureau in writing or email, prior to your departure. Under these circumstances the contract will be terminated in line with your current [Licence Conditions](#) 4.1, 4.2 and 4.3.

## **Student Residents who choose to move to non-University accommodation while still under contract**

It should be noted that if you choose to move from a University owned and managed residence into non-University housing, you will still be responsible for the accommodation fees payable under your contract for the remainder of the fixed term if your room remains unassigned. If you are able to find an eligible replacement student new to University accommodation to fill the resultant vacancy, you will be released from your contract effective from the date that the replacement takes residence after signing a licence agreement or tenancy for that room.

## **Process of application to exit an existing Tenancy Agreement or Licence to Occupy**

If you believe that your situation could constitute exceptional circumstances and wish to request early release from your contract, you must do this by email from an Oxford Brookes student email account addressing correspondence to 'The Head of Residential Services and The Head of The Accommodation Bureau':

### **Contact details:**

- [ycolgan@brookes.ac.uk](mailto:ycolgan@brookes.ac.uk)
- [ptoomer@brookes.ac.uk](mailto:ptoomer@brookes.ac.uk)

All requests must include your student ID number and your change of circumstance details for consideration that clearly illustrate "exceptional circumstances". This should include any relevant supporting evidential documentation as this is what the case review will be based upon.

## Evidence

In some circumstances it will be necessary for the University to request supporting evidence or documentation. This decision is made on a case by case basis.

All evidence must be presented in English.

If we require a letter or documentation from a medical professional e.g. your GP or consultant this evidence must outline the following:

- Details of the medical condition concerned
- When the diagnosis was made
- How this affects your day-to-day life
- Detail as to why a transfer to alternative University accommodation does not provide a resolution

Please note, that if you are already registered with and are receiving support from the University's Student Support Services team, it would be helpful if you provide us with written consent by email from your student account for us to liaise with them during the review of your request and evidence.

Should your request be declined, we will do our utmost to ensure you have a sufficient level of advice and support so that you can manage and improve your current living situation.

Requests will be reviewed by a panel and will be responded to within 10 working days of initial acknowledgement of receipt of the request.

The panel reviewing the request will be made up of the following staff members or their representatives:

- Director/Deputy Estates and Campus Services
- The Head of Residential Services
- The Head of the Accommodation Bureau

## Complaints

If a resident is not satisfied that the University has complied with this guidance and wishes to make a complaint, the University complaints policy provides information on what you should do, together with details of how we will process and respond to your complaint.

<https://www.brookes.ac.uk/students/sirt/student-complaint>