

## **STUDENT WITHDRAWAL & RELEASE FROM OCCUPANCY POLICY**

### **Purpose**

This policy explains the circumstances in which a student occupant may be released from their occupancy agreement in accordance with the National Code.

### **Eligible Circumstances**

An occupant may request early termination of their occupancy agreement where they:

- withdraw from their course of study;
- are excluded from their course of study;
- are refused admission to their intended course of study; or
- have been absent from their course for more than sixty (60) consecutive days due to illness and have agreed with their educational institution to suspend their studies.

### **Evidence Requirements**

The occupant must provide reasonable evidence supporting their request. This will normally include written confirmation from the relevant educational institution or other appropriate supporting documentation.

### **Notice Process**

The occupant must provide a minimum of four (4) weeks' written notice to the Landlord or Managing Agent. The notice must specify the proposed departure date and be accompanied by the required evidence.

Where the notice or evidence is incomplete, the occupant will be given a reasonable opportunity to provide additional information.

### **Timescales**

The Landlord or Managing Agent will acknowledge receipt of the request as soon as reasonably practicable and will review the supporting evidence promptly. Confirmation of acceptance or any request for further information will normally be provided within ten working days.

### **Termination of Liability**

Upon expiry of the notice period and the return of vacant possession, the occupant's liability for future rent and other ongoing charges under the occupancy agreement shall cease.

The occupant shall remain responsible for any rent, charges, breaches of agreement or other sums due up to the termination date.

### **Re-Letting Process**

**Where an occupant leaves for reasons not covered by this policy, the occupancy agreement shall continue in accordance with its terms.**

**The Landlord may, but is not obliged to, seek a replacement occupant. Any replacement letting shall be entirely at the Landlord's discretion.**

#### **Deposit Treatment**

**Any tenancy deposit held shall continue to be administered in accordance with the tenancy deposit protection scheme rules and the terms of the occupancy agreement.**

**Following termination, the deposit will be assessed in the usual manner and may be used to offset any lawful deductions, including unpaid rent, damage, cleaning costs or other sums properly due under the occupancy agreement.**

#### **Related Documents**

- Occupancy Agreement – Section 7: Termination, Student Status Changes, Re-Let and Continuing Liability.**
- National Code of Standards.**
- Deposit Protection Procedure.**