



Withdrawal & Release from Tenancy Policy / Procedure

Extract from the Common law agreements:

1 Termination by the Tenant

1.1 The Tenant may give 4 weeks' notice in writing to the Landlord if:

- 1.1.1 tenant has withdrawn from or been excluded from or refused admission to their institution of study; or
- 1.1.2 if the tenant has been absent from their course for more than 60 days due to illness and has agreed with their higher education (HE) provider to suspend their studies.

Four weeks runs from the date valid written notice is received and all rent is still payable until the end of the notice period.

1.2 In the event that the Tenant serves notice under clause 9.1 it shall provide:

- 1.2.1 notice of the dated of the Tenant's intended departure from the Property; and
- 1.2.2 evidence to the Landlord's reasonable satisfaction of the tenant's refusal of admission or withdrawal, exclusion or suspension from their studies, usually in the form of a letter from their institution of study.

1.3 In the event of the death of the Tenant during the Term the Landlord shall:

- 1.3.1 treat this Agreement as ending on the date of death including in relation to any obligations of any guarantor;
- 1.3.2 Not pursue liabilities accruing before death;
- 1.3.3 Refund rent paid in advance in respect of any period after the date of death;
- 1.3.4 Subject to the Landlord rights under clause 11.7, procure release of any deposit to Tenant's next of kin; and
- 1.3.5 If this Agreement is a joint tenancy offer to relocate the other Tenant or reduce the liabilities under the agreement proportionately until the end of the Term to ensure the remaining tenant is no worse off due to the death

1.4 In the event that the Tenant wishes to terminate this Agreement prior to the Termination Date for any reason other than those stated in clause 9.1 then it is the Tenant's responsibility to find a suitable replacement tenant to take over its obligations under this Agreement for the remainder of the Term. When assessing the suitability of a replacement tenant the Landlord shall act reasonably at all times.

The original tenancy will remain in force until a suitable replacement has signed their own tenancy agreement replacing the outgoing tenancy agreement.