

## FARDON COURT SURRENDER POLICY

### **1 Background**

This policy is intended to be effective for all tenancy agreements from August 1<sup>st</sup> 2021.

#### **1.2 Tenancy agreement**

Reuben College students enter into a tenancy agreement for residential student accommodation with Reuben College for a fixed period expiring at the agreed end date of the fixed term.

#### **1.3 Liability**

The tenancy agreement makes it clear that the tenant will be liable for the rent and other outgoings for the entire length of the agreement. There are no break clauses permitting termination.

### **2 Application to surrender a tenancy agreement**

#### **2.1 Surrender**

No application may be made to surrender a tenancy agreement which would result in it ending within the last six weeks of the term of the tenancy whether or not a replacement tenant can be found.

#### **2.2 Replacement**

Reuben College will agree to an early surrender of a tenancy agreement where a replacement tenant is found. The replacement tenant must be a student of Reuben College pursuing or intending to pursue a full time Graduate course of one academic year or more.

#### **2.3 Notice period**

Any tenant wishing to surrender their tenancy agreement must give Reuben College 28 days advance notice of the date that they wish to surrender their tenancy agreement. This date is the preferred surrender date (The Preferred Surrender Date).

### **3 Tenant's responsibility to continue to pay rent.**

#### **3.1 Payment**

Tenants remain liable for their rent and outgoings at all times during the continuation of their own tenancy agreement.

#### **3.2 Assistance with replacement tenant**

The Accommodation Office will assist in finding a suitable replacement tenant.

#### **3.3 Charges**

Once the tenancy agreement has been surrendered and the replacement tenancy agreement has been completed the tenant will cease to be liable for future rent. You will not be charged rent for any period where the Property is re-let.

### **3.3 Remaining rent**

In the event that accommodation has not been re-let within 3 months of the date of The Preferred Surrender Date the liability for remaining rent will be capped at the lesser of:

three months' rent from The Preferred Date of Surrender, or

the amount of rent which would be due until the end of the term of the tenancy agreement.

#### **Process**

- 1) To apply for a surrender of your tenancy agreement you must:
  - a. complete the Intention to Leave Form, which is on the Graduate Accommodation Website, and return this to the Accommodation Office and;
  - b. state The Preferred Surrender Date, which must be a date a minimum of Twenty Eight (28) days after the date the Intention to Leave Form is submitted;

#### **The replacement tenant**

A replacement tenant can only be accepted if this is in line with current UK government guidelines regarding restriction of movement in light of coronavirus. The Graduate Accommodation Office is regularly reviewing advice, and will update the Graduate Accommodation COVID-19 FAQs accordingly.

- 2) If a replacement tenant has already been identified, please provide their details on the Intention to Leave Form.
- 3) If you have not found a replacement tenant, the Accommodation Office will endeavour to help you find one.
- 4) The Accommodation Office will carry out the necessary checks to ensure that any proposed replacement tenant is an eligible student (any student pursuing or intending to pursue a full time graduate course of one academic year or more) of Reuben College and is not considered an unacceptable tenant.
  - a. An unacceptable tenant is any person who:
    - i. has breached any tenancy agreement with any other College or the University; or
    - ii. has caused or is likely to cause a nuisance or disturbance to other students tenants or occupiers; or
    - iii. has any outstanding issues in respect of their studies, is in dispute with either the University or the College; or who
    - iv. has outstanding debt to the University or the College or is otherwise unlikely to be able to pay the rent or comply with any other tenant covenant of the tenancy.
- 5) The Accommodation Office will agree a date with you when you will sign the surrender documentation in preparation for the surrender of your tenancy; and arrange an appointment for the replacement tenant to sign the new tenancy agreement in preparation to take the new tenancy.
- 6) The Accommodation Office will prepare the necessary paperwork for your appointment.
- 7) The Accommodation Office will confirm the opening balance and payment details to the replacement tenant once the surrender and date of the replacement tenancy is agreed.

8) The replacement tenant will need to pay their opening balance in advance of the appointment. This includes the tenancy deposit referred to in the tenancy agreement which is equal to one month's rent, plus either: a. if the start date is before the 15th of the month, rent from this date to the end of the month b. if the start date is on or after the 15th of the month, rent from this date to the end of the month plus an additional month's rent.

9) Please note that payment by BACS or via the College's payment platform can take up to five days to clear. Some banks may also charge for bank transfers so the replacement tenant should enquire with their bank before making the transfer to ensure the College receives the correct amount.

### **The appointment at the Accommodation Office**

10) At the appointment you will sign a surrender of your tenancy agreement which the Accommodation Office will hold in readiness to complete until the date of completion of the surrender and grant of the replacement tenancy. The replacement tenant will sign their tenancy agreement in preparation to take on the new tenancy. Both these documents must be signed in person before you leave Oxford. (The standard form of tenancy agreement is available online for review and the form of surrender agreement is available on request from the Accommodation Office.)

11) If the tenancy agreement is not ready to be completed on the surrender date then the surrender will not be effective and your tenancy will continue. You will continue to be liable for the payment of rent.

### **Check out appointment**

12) You will also need to book and attend a check out appointment. At this time your accommodation will be checked to ensure that you have removed all of your belongings and your accommodation is clean, tidy and clear of any rubbish and any other items. You will also complete a form containing contact details and bank details for repayment of the balance of the deposit (if any), which will be returned to you within four weeks of the date of surrender of the tenancy agreement.

13) You must ensure that you have removed all of your belongings and you must leave your accommodation clean, tidy and clear of any rubbish and any other items. Any necessary repairs or cleaning will be charged for and deducted from your deposit in accordance with your tenancy agreement

14) Once all documents have been signed and the check-out process has been completed these will be passed to the Accommodation Office finance team who will confirm the final balance due to you (if any) taking into account any pre-payments of rent already made and your deposit and any deductions for necessary repairs or cleaning within 4 weeks of the date of the surrender of the tenancy agreement. In exceptional circumstances, we may agree to release an existing tenant before a replacement tenant has been found. If you believe that your circumstances are exceptional please supply full details in confidence to the Accommodation Office.