Early Departure Process

In accordance with section 7 of the Accommodation Management Policy and section 7 of the Accommodation Terms and Conditions 26-27, your right to terminate your accommodation agreement is affected by whether you remain a registered full-time student.

If you are withdrawing from or suspending your studies, or if your studies have been terminated by the University, please refer to **section 1** of this document.

If you are remaining a registered full-time student but want to leave the Accommodation before the end of the Period of Residence, please refer to **section 2** of this document.

Section 1

Students withdrawing from or suspending their studies,

Students who have had their studies terminated by the University

In line with clause 7.1 of the Accommodation Management Policy, you can no longer remain in University accommodation if you cease to be a registered full-time student at any time during the Period of Residence. In these circumstances, the following process will apply:

a) Notifying the university of your intent to withdraw from/suspend your studies

- Log into your e:vision account (https://evision.yorksj.ac.uk/live/sits.urd/run/siw_lgn), go to 'Change of Circumstances' to submit your withdrawal form online. The following page has additional information on submitting your withdrawal form: https://studenthub.yorksj.ac.uk/helppages/article/KA-01124/en-us.
- Once you withdraw from your course, you will have 7 days to vacate your university managed accommodation. If you have any questions about how this will impact your accommodation before you submit your request to withdraw from/suspend your studies, please raise a case on the Student Hub or contact the Accommodation Team via email (accommodation@yorksj.ac.uk) or phone (01904 876 660).
- Upon receipt of the form, the Accommodation team will obtain confirmation of your withdrawal/suspension from the Student Records Team.

Note: if your studies are terminated by the University, the Accommodation Team will be notified by the relevant department.

b) Leaving Your Accommodation

- you will be required to vacate your accommodation and return your keys within 7 days of either receiving a notification of termination/suspension or submitting a request to terminate or suspend your studies.
- The 7-day period will be calculated and communicated to you via email; you will be required to return your keys by this date.
- You will remain liable for your accommodation fees until the end of the 7-day period (or later if you fail to return your keys by this date).

- If you have already paid your accommodation fees beyond this date a proportional refund will be issued.
- You are expected to leave your room in a reasonable condition. If the room is found to be in an unacceptable state, damage charges may be issued at the discretion of the Student Accommodation Manager.

c) Failure to vacate your accommodation within the specified timeframe

- If you fail to vacate your accommodation and return your keys within the specified timeframe you will continue to remain liable for your accommodation fees.
- At the end of the 7-day period, if you have not left the accommodation, you will be issued with a further 48 hours' notice to vacate. This notification will be sent to you electronically via email and in paper form to your university and home addresses.
- Failure to vacate your accommodation and return your keys within the additional 48 hours may result in legal action being pursued.
- You will continue to remain liable for your accommodation fees until you return your keys.

d) Right to Appeal

- If you are appealing the University's decision to terminate or suspend your studies, you are still required to vacate your accommodation and return your keys within the specified timeframe.
- If your appeal is upheld you will be permitted to return to university accommodation, however we cannot guarantee that we will be able to provide you with your original room.

Section 2

Students who are continuing their studies at the University but no longer wish to remain in their accommodation

If you wish to leave the accommodation before the end of the period of residence for any reason other than terminating your studies at the University, you will only be released from the agreement in exceptional circumstances; -You must have considered all alternative avenues before requesting an early departure. For example, a room move or wellbeing support.

The following process will apply:

a) Requesting an Early Departure

- Complete an Early Departure Request Form, found on the Accommodation Policies and Documents webpage under 'Early Departure Process'.
- Return the form and supporting evidence electronically to accommodation@yorksj.ac.uk. See notes for examples of approved supporting evidence.
- Requests will be reviewed by a panel with representatives from relevant areas of the University.
- Requests will only be approved if there are deemed to be exceptional circumstances, (See notes for examples of extenuating circumstances)

- Requests will be responded to within **10 working days**; the outcome of the panel will be sent to your university email address.
- The University reserves the right to offer a room move or another alternative resolution if they deem it appropriate.

b) Leaving Your Accommodation

- If your departure is approved, you will be given 30 days to vacate the accommodation and return your keys.
- The date on which the 30-day period will terminate will be calculated from the date on which we received your request form; this will be communicated to you via email to your University email address. The agreement will automatically terminate at the end of those 30 days (or the date on which you return your keys, if later).
- If you return your keys in advance of the termination date you will still be required to pay the accommodation fees until the end of the 30--day period.
- If you have already paid your accommodation fees beyond this date a proportional refund will be issued.
- You are expected to leave your room in a reasonable condition. If the room is found to be in an unacceptable state, damage charges may be issued at the discretion of the Student Accommodation Manager.

c) Right to Appeal

- You may submit an appeal against the outcome if the grounds for appeal satisfy either or both criteria below:
  i) There is new evidence that could not have been, or for good reason was not, made available at the time of the original request, and sufficient evidence remains that the appeal warrants further consideration;
  ii) Evidence can be produced of significant procedural error on the part of the team in considering the initial request for an early departure.
- Appeals should be made in writing to the Head of Campus and Residential Services
- Appeals will be reviewed by a separate panel of relevant University staff and the outcome shared with you within 10 working days.
- Please note – you remain liable for your room throughout this period.

d) Leaving Accommodation without an approved Early Departure

- If you choose to leave your accommodation without approval from the University **you will remain liable for the rent for the room until such time as a suitable replacement student has accepted a contract and moved into the room.**
- You can recommend a replacement student provided they meet the following criteria
  i) They are a full-time registered student of the University
  ii) They are not currently resident in any other University accommodation
  iii) They are not in debt with the University
- The University **may** be able to arrange a replacement tenant, but this cannot be guaranteed.

Important Notes

Extenuating Circumstances

The following list is not exhaustive but aims to provide guidelines around what would be likely to be approved for early departure

- A serious, acute or chronic medical condition (mental or physical) has been diagnosed or has become significantly more disruptive since living in university accommodation
- Changes to treatment that require adjustment not accommodated by university accommodation e.g., admission to hospital for treatment)
- Significant caring responsibilities within immediate family* that require the student to move home
- Recent bereavement or serious illness within immediate family*
- Student has been victim of/witness to a crime that has significantly impacted on their physical or mental health
- Student has become pregnant
- Safeguarding concerns for the student
- Significant disruption to the financial circumstances of the student

The following scenarios are provided as examples of cases that would not be considered extenuating circumstances and would not therefore be considered for Early Departure. This list is not exhaustive.

- Minor ailments
- Personal disruptions or events that could have been anticipated such as moving into private accommodation
- Finishing exams/studies and wishing to leave before the end of the contract period
- Terminal illness, caring responsibilities, or bereavement of non-immediate family members.
- Where the University can provide reasonable adjustments or solutions – e.g., a room move
- Undeclared, ongoing maintenance issues such as kitchen hygiene, noise or local area construction.

Approved Supporting Evidence

It is important that the appropriate supporting evidence is provided to ensure that the request can be properly evaluated. The list below provides examples but is not exhaustive. If you wish to discuss the type of evidence you can provide, you can contact the Accommodation Team for advice.

- Letter from the student's registered General Practitioner or Specialist Doctor confirming the long-term condition and clarification of the impact of the student remaining in university accommodation
- Hospital documentation dated within 28 days (treatment letter, specialist letter, admission letter)
- Letter from a Care Coordinator or member of the Student's Community Mental Health Team or Social Worker
- Supporting documentation from Emergency Services (e.g. crime reference number)
- Supporting professional documentation for immediate family member* that demonstrates an urgent need for the student to be released from their accommodation agreement

*Immediate family is considered a parent, guardian, sibling, child or spouse.