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Tips for students Student housing

Student housing: do I still need to pay if I've left?

Whether or not students must continue to pay rent during the Covid-19 lockdown will depend on the type of accommodation and their tenancy agreement, say legal experts





▲ Students are advised to negotiate with their landlord immediately. Photograph: Kumar Sriskandan/Alamy

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The coronavirus lockdown has caused major disruption to students, driving many back home as universities have been forced to close, leaving their rented halls of residence or privately rented rooms empty.

Some accommodation providers have agreed to waive or cut fees, but others have refused to release students from their contracts. [Students](#) in privately

run accommodation in several cities have gone on rent strike, including Portsmouth and Bristol.

Issues about whether or not students must continue to pay rent for accommodation that they are not using due to the coronavirus crisis will depend on the type of accommodation or their tenancy agreement.

If a student has a private landlord, it is likely they will have entered into an assured shorthold tenancy agreement, which may be hard to get out of, says Daniel Fitzpatrick, a housing partner at the law firm Hodge Jones & Allen, although they could try arguing that the contract has been frustrated by the Covid-19 outbreak.

In rare instances, tenancy agreements contain a “force majeure” clause, allowing parties to terminate a contract if events beyond their control prevent them from performing their obligations under it.

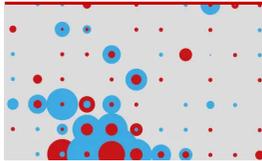
While Covid-19 may be a force majeure event, says Manjinder Kaur Atwal, director of housing and property litigation at the law firm Duncan Lewis, it is unlikely to stop a tenancy from continuing.

If students have entered into a contract for a fixed period of time, which is yet to expire, she explains there may be a break clause allowing them to terminate the contract before the end of the fixed term, after providing the required notice.

Students are advised to negotiate with their landlord immediately, as the obligation to pay their rent will continue in accordance with their contract, and adds Atwal, they could remain liable for any rent due up to the expiry of the notice period.

If the contract does not have a break clause or it cannot be applied yet, there is no automatic right to end the contract. Here, students seeking to terminate their tenancy should notify their landlord.

Fitzpatrick says a landlord may agree to terminate the contract, in which case they will no longer have to pay the rent. Alternatively, a landlord may agree to a rent reduction or waiver for a certain period.



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In the event the student is not released from the contract, Atwal adds, the landlord has the right to request the money due from the student or their guarantor, even after the student has moved out.

Students could press the landlord to try to rent the property out to others in order to mitigate any loss, suggests Fitzpatrick, noting that once the property is re-let, the landlord cannot continue to charge them.

If a student rents accommodation with others, some of whom do not want to terminate their contract, she adds, that it is unlikely that a student would be able to leave without continuing to pay the rent unless a replacement tenant is found and agreed with the landlord.

For students renting university halls of residence, some universities have agreed to release students from rent obligations. Where they have not, Fitzpatrick suggests that students have a strong case for arguing that they should not be charged for accommodation they are no longer able to use.

“They could argue that they have only rented the accommodation because they are going to that university, and as they cannot go to university they

should be able to end the contract.”

If the accommodation is rented from a private landlord recommended by the university, it will be harder for students to get out of paying the rent due, he says.

But he suggests contact their student union and liaison officers and ask them to get the university to negotiate with landlords and press them to waive or reduce rents.

“Where a university has given landlords business over the years, they could suggest that if they do not help their students now, they won’t give them students in the future or they will tell their students to look for other providers”.

Where students come to an agreement with their landlord to change terms, Fitzpatrick suggests noting it in writing, but adds, an email will do rather than a formally drafted contract.

Failure to pay rent that is due or clear arrears, Fitzpatrick warns, can lead to the enforcement action by the landlord, seeking a possession order if the property is still occupied and/or a money claim for the debt if the property has been vacated.

Failure to pay could result in the landlord instructing bailiffs to obtain the value of the money judgment, and he warns, the judgment against them could effect their credit rating, which could affect their future financial plans, making it harder to get credit or loans.

Further information is provided by the [Ministry of Housing, Communities and Local Government](#). UK students who are struggling financially may also be eligible for [benefits](#) to help pay rent, Atwal says.