

CANCELLATION POLICY 2023-24

This policy provides the means by which you can cancel your tenancy agreement with Cityheart, in relation to your accommodation at Cityheart Living.

1. Terms of Reference:

In this cancellation policy the following defined words shall apply:

Room: The ensuite/townhouse/studio in Cityheart Living which you have entered into an agreement with.

We, us, our: The landlord of City

You or your: The person who agrees to let a room at Cityheart Living.

2. Deposit

When you make a booking with us you are required to pay a deposit to secure your room. This deposit is protected in the Deposit Protection Scheme (DPS). The DPS is an independent government approved protection scheme. Your deposit is refunded at the end the tenancy as long there isn't any damage to your room and/or communal areas and there aren't any arrears on your account. Your deposit is kept in 'holding' until the tenancy start date.

3. Cancellation Terms

You may cancel the tenancy agreement that you have entered into with us by giving us written notice of your intention to cancel on the following basis:

- 3.1 If your notice of cancellation is received by us in writing within 72 hours of you submitting your application and before 1st September 2023, then we refund your initial deposit in full as no charges shall apply;
- 3.2 If your notice of cancellation is received by us in writing after 72 hours of you submitting your application and before 1st September 2023, then we refund your initial deposit minus £100.00 administration fee; or
- 3.3 If your notice of cancellation is received on or after the 1st September 2023, we will not accept a cancellation/surrender of your tenancy agreement for your room until a

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replacement tenant is found for the room. We shall attempt to re-let the room however cannot guarantee that we will be able to do so.

- i. The ultimate responsibility to re let the room falls with you. You will remain liable to pay the rent for the room along with any other associated charges and costs under your tenancy agreement for the period to the date that a replacement tenancy for the room commences or until the tenancy ends.
- ii. We reserve the right to charge you a fee in the sum of £100 as a contribution towards our administration costs incurred in dealing with the surrender of the tenancy agreement and the sourcing of a new tenant.
- iii. If a replacement tenant is found for the room, we will release you from your tenancy agreement with effect from the date that the new tenancy agreement for the room begins.
- iv. The replacement tenant must be 18 years old and a full-time student in the relevant University or College to the accommodation.
- v. The replacement tenant must enter into a new AST with the landlord
- vi. If you do not find a replacement tenant, then you are liable for paying the full rent until the end of the tenancy.

4. Cancellations by the Landlord

If you fail to return your required documents within 7 days then Cityheart Living may cancel your booking. You will be notified of this via email.

5. First Year Students

You may be eligible to cancel your booking if you do not meet the entry requirements of the university and you are subsequently not offered a university place.

- i. You must be able to show proof that you have not been offered a place at your place of study in the form of a written rejection letter.
- ii. This letter must be provided to Cityheart Living no later than 24th August 2023.