

# **UCL Rent Guarantor Scheme Terms and Conditions**



### **UCL Rent Guarantor Scheme (RGS) - Terms and conditions**

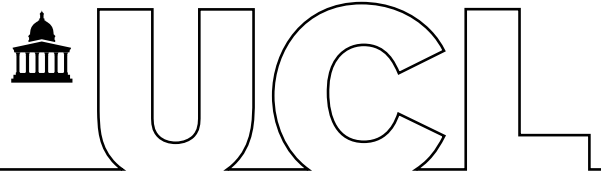
The University College London (UCL) is prepared to act as guarantor to its students living in the private sector on an Assured Shorthold Tenancy (AST) or in purpose built private student accommodation. The purpose of the scheme is to enable UCL students to take on accommodation that may not otherwise be available, because a rent guarantor is required. All parties will have to abide by the conditions of the tenancy agreement and the students will be paying rent directly to the landlord or the managing agent. This means the UCL is legally responsible for paying the rent only when the students default and provided the following terms and conditions are met.

#### **1. Students must:**

- 1.1. Be enrolled full time at UCL.
- 1.2. Be 18 or older.
- 1.3. Not have any outstanding debt to UCL.
- 1.4. Not have access to a UK based guarantor.
- 1.5. Provide evidence of funding to maintain the rent payments for the duration of the tenancy agreement.
- 1.6. Have clean disciplinary record of living in UCL halls (or provide references from landlords) where applicable.
- 1.7. Not have any record of inappropriate behaviour or have been the subject of a serious behaviour incident at UCL.

#### **2. Students are responsible (including but not limited to):**

- 2.1. For ensuring tenancy agreement is not signed prior to receiving confirmation from UCL to act as a guarantor.
- 2.2. For having their tenancy agreement checked in advance of signing (The SUUCL Advice Centre and the University of London Housing Services offer a free contract checking service).
- 2.3. For ensuring rent is paid in a timely manner at the correct periodic intervals in accordance with your tenancy agreement.
- 2.4. For signing the tenancy agreement direct with relevant landlord/agent.
- 2.5. For paying the application fee of £50.00 to UCL before UCL can act as guarantor. This application fee is payable for each rent guarantor scheme application made by a student to UCL. For students who wish to remain in the property for a period longer than 52 weeks, such students will need to reapply to the UCL rent guarantor scheme.



- 2.6. To ensure they observe the conditions outlined in the tenancy agreement with the landlord or managing agent.
  - 2.7. For notifying the UCL Accommodation Office of any proposed changes in the occupants of the property, whether already approved by the landlord/managing agent or not.
  - 2.8. For notifying the UCL Accommodation Office of any intention to terminate the tenancy agreement before the date stated in the tenancy agreement whether already agreed with the landlord/managing agent or not.
  - 2.9. For informing the UCL Accommodation Office as soon as possible of a likely rent default and within 24 hours of an actual rent default.
  - 2.10. In the event that UCL is required to pay rent under the rent guarantor scheme as a result of acting as a guarantor for the student, for reimbursing UCL for the rent [within 28 days of the date of any payments made by UCL to the landlord or managing agent].
  - 2.11. In the event that a student does not repay UCL all monies owed within 28 days from the date of any payments made by UCL to the landlord or managing agent, the student will enter into a separate agreement with UCL which will specify the terms and timescales within which the student will repay all monies owed to UCL.
  - 2.12. For ensuring that under no circumstances should the rent be withheld before seeking legal advice (see below for details of where advice can be sought).
  - 2.13. For contacting the gas and electricity boards and telecoms service provider before occupying the accommodation to arrange for the utilities to be transferred to their names (if left until after occupying the accommodation, the services may have been disconnected and a reconnection charge will have to be paid by the student).
  - 2.14. For signing an agreed inventory with the landlord/managing agent.
- 3. Seeking advice in event of dispute:**
- 3.1. If a student for whom UCL is acting as rent guarantor experiences difficulties whilst living in the accommodation, such that they enter into a dispute with the landlord of the property, the student is responsible for seeking advice from the UCL Accommodation Office ([rent.guarantee@ucl.ac.uk](mailto:rent.guarantee@ucl.ac.uk)), the Students' Union UCL ([su.advice@ucl.ac.uk](mailto:su.advice@ucl.ac.uk)) and/or the University of London Housing Services (ULHS) ([housing@london.ac.uk](mailto:housing@london.ac.uk)).
- 4. Properties/rooms:**
- 4.1. Properties must be within the M25.
  - 4.2. Rent must be no more than a maximum of £300.00 per week or £1300.00 per calendar month per UCL student. The RGS will not cover a portion of the rent



where the rent is greater than the guarantee limit; the entire rent must be within the guarantee limit for the tenancy to be eligible for the RGS.

**5. Tenancy:**

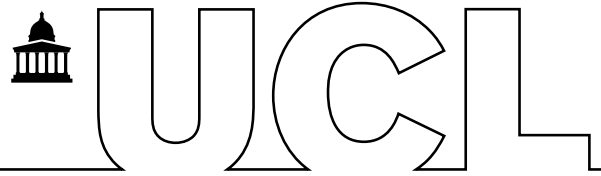
- 5.1. Must be an Assured Shorthold Tenancy (AST) or a licence agreement for purpose built private student accommodation.
- 5.2. Agreement with landlords/managing agents/private student accommodation providers must be for 52 weeks or less.

**6. Landlords/managing agents (named persons on the contract who are entering an agreement with the prospective tenants) are responsible:**

- 6.1. For providing UCL with the following documentation prior to issuing the guarantee:
  - Confirmation of registration with ULHS or agreement to the UCL Code of Good Practice for Landlords
  - Consent to ULHS sharing information with UCL
  - A valid Gas Safety Certificate. If there is no gas in the property, confirmation of this is required.
  - Energy Performance Certificate (EPC)
  - A letter (or email) stating that the furniture meets the Furniture and Furnishings (Fire safety) Regulations 1988 (as amended in 1989, 1993 and 2010). If the property is let unfurnished, then confirmation of this is required.
  - HMO Licence, where applicable
  - Tenancy agreement/licence agreement, signed by all parties
- 6.2. For notifying the UCL Accommodation Office in writing via email to <mailto:rent.guarantee@ucl.ac.uk> within 48 hours of the date on which the rent payment is in arrears (please note that although UCL will use its best endeavours to process payment as soon as possible, it can take up to 60 days to arrange a transfer of funds from the date on which written notification is provided by the landlord to the UCL Accommodation Office).
- 6.3. For staying any possession proceedings against the student tenant during the above period.

**7. University College London (UCL) will:**

- 7.1. In accordance with the above terms and conditions act as limited guarantor for the payment of rent only for the property and the UCL student [named in the rent guarantor scheme application form]. The guarantee will be restricted to the duration of the tenancy agreement and up to the guarantee limit of £300.00 per week or £1300.00 per calendar month for the UCL student.
- 7.2. Arrange for the payment of any rent due under the tenancy agreement as a result of a default within 60 days of the correct notice given to UCL by the landlord/managing agent under paragraph 6.1 above.



- 7.3. Invoice the affected student to seek reimbursement of monies paid in accordance with paragraph 2.10 above.
- 7.4. After the elapse of 28 days from the date of any payments made by UCL to the landlord or managing agent, or at the date at which the student confirms repayment within the 28 day period is not possible (whichever occurs first), any unpaid debts will be passed by the UCL Accommodation Office to UCL Credit Control. UCL Credit

Control will manage such debts by entering into a separate agreement with the student in accordance with paragraph 2.11 above, which will specify repayment arrangements.

- 7.5. For the purposes of clarity, UCL shall not under any circumstances be liable for payment of monies for:
  - 7.5.1. Default interest for non-payment of rent;
  - 7.5.2. Any other or subsequent loss or damage;
  - 7.5.3. Loss of profit or opportunity;
  - 7.5.4. Legal costs;
  - 7.5.5. Costs of damage to the property;
  - 7.5.6. Costs associated with possession/eviction proceedings.

## **8. General**

- 8.1. Nobody else has any rights under these terms and conditions. These terms and conditions are between UCL and the student in relation to the rent guarantor scheme.
- 8.2. If UCL delays in enforcing these terms and conditions, UCL can still enforce them later. If UCL does not insist immediately that a student does anything they are required to do under these terms and conditions, or if UCL delays in taking steps against a student in respect of breaking these terms and conditions, that will not mean that the student does not have to do those things and it will not prevent UCL taking steps against the student at a later date. For example, if a student misses a payment and UCL does not chase you but UCL continues to act as guarantor, we can still require the student to make the payment at a later date.
- 8.3. These terms and conditions are governed by English law and UCL or the student can bring legal proceedings in respect of the products in the English courts. If the student lives in Scotland, they can bring legal proceedings in respect of the rent guarantor scheme in either the Scottish or the English courts. If the student lives in Northern Ireland they can bring legal proceedings in respect of the rent guarantor scheme in either the Northern Irish or the English courts.



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