

Late Buildings and Accommodation Guarantees Policy

1. Introduction and purpose

- 1.1. The purpose of this policy is to provide a clear, consistent process for managing situations when:
 - a) There is a delay in completing construction of a new residence or refurbishment of an existing residence and the rooms and/or common parts serving them are unlikely to be ready for occupation and use as advertised.
 - b) Overcommitment occurs under the current housing allocation criteria; and the University is unable to meet the accommodation guarantees.
- 1.2. This policy ensures that Queen Mary University of London ('Queen Mary', 'the University') meets its commitments under the UUK/Guild HE Accommodation Code of Practice and compliance with consumer protection legislation, set out by the Competition and Markets Authority (CMA).
- 1.3. The Housing Act 2004 introduced licensing for houses of multiple occupations (HMOs) in England and Wales. Universities are exempt from licensing provided they sign up to an approved code of practice. [The UUK/GuildHE Accommodation Code of Practice](#) ('the Code') governs HEI owned and managed accommodation. Queen Mary adopted this Code in 2008.
- 1.4. **For students:** This policy explains what will happen if university-managed accommodation is not ready to move into at the start of your accommodation contract (licence agreement). It sets out your options, your rights, and the support we will provide.

2. Principles

- 2.1. If accommodation is not ready for occupation on the date that the licence agreement begins, Queen Mary will endeavour to provide suitable and safe alternative accommodation as close as possible (regarding facilities and

location) to the original accommodation. The University's priorities will be student welfare and minimising disruption.

- 2.2. Clear communication: The University will aim to provide clear and timely communication to students. This will include information about the delay students are likely to experience and what support will be put in place.
- 2.3. Fair choice: Students will be offered reasonable alternative options.
- 2.4. No financial detriment: Students will not pay for accommodation they cannot occupy due to fault by Queen Mary and will be given reasonable alternatives without financial disadvantage.
- 2.5. Student welfare and safeguarding are paramount. Therefore, under 18 students (U18s) and students with additional requirements will be prioritised for allocation of University accommodation.
- 2.6. All reimbursements, payments, releases, or similar decisions by Queen Mary will require students to first provide appropriate documentary evidence (e.g. receipts, signed licence agreements, etc.).
- 2.7. Queen Mary will aim to implement this policy openly and in line with its broader obligations. This includes: creating guidance that explains, to students who might be eligible, how to make a claim and any applicable deadlines or limitations; and before finalising any offer of compensation for affected students, considering all reasonable representations made by students and the Students' Union.

3. Identification and notification of a delay

- 3.1. When the University becomes aware of a delay to accommodation being ready, communications will be shared with affected students promptly.
- 3.2. These communications will notify student/s of:
 - a) The nature of the delay.
 - b) The anticipated revised completion date (where known).
 - c) What support will be put in place, including any available alternative accommodation.
- 3.3. The Residences website will be updated regularly to reflect accurate and current information.
- 3.4. The University will also provide information to other relevant parties, such as Queen Mary Students' Union.

4. Options available to students where accommodation is delayed

- 4.1. Queen Mary will provide the following options to students, where there is a delay in completing construction of a new residence or refurbishment of an existing residences ('late buildings'):
- a) **Alternative University Accommodation:** Where available, alternative University accommodation will be offered. This may be a different room type or location. Students will not be charged more than the cost of the original accommodation. Students will have the option to move back to their original accommodation once it becomes available. If alternative University accommodation is not available, the University will identify alternative accommodation provided by third parties.
 - b) **Delayed move in date:** Students may decide to move in later, once the accommodation is ready. The licence start date, and rent will be adjusted so that payment is only required from the date of occupation.
 - c) **Cancellation of the accommodation licence agreement:** Students may decide to cancel their licence agreement. Students must exercise this right within seven days of been notified by the University of the delay. Any advance payments must be refunded in full, and students must not be charged a cancellation fee.
- 4.2. Queen Mary must also provide the option for a student to cancel their licence agreement (without being charged a cancellation fee and with any advance payments being refunded), if, four weeks after the start date of their original licence agreement:
- a) the student continues to be housed in temporary alternative accommodation, or;
 - b) the student continues to postpone their arrival date because their reserved accommodation or a reasonable permanent substitute (based on their original application) is not available for occupation.

5. Alternative accommodation (another approved or partner provider)

- 5.1. If the alternative accommodation requires the student to enter a contract with another approved or partner provider, the University will:
- a) Clearly explain the implications of the arrangement to the student (in relation to effect on their licence agreement with Queen Mary).

- b) Release the student from their existing licence agreement.
 - c) Check that the stated rent payable by the student for the alternative accommodation is no higher than the original residential fee agreed with Queen Mary.
- 5.2. Where the alternative accommodation provider requires a higher residential fee than the student's original agreement, Queen Mary must agree with the provider and/or the student to meet the difference in cost.
 - 5.3. Where the original accommodation included Wi-Fi, Queen Mary must ensure the alternative accommodation has a similar service which is free of charge to the student, or else provide that service free of charge (e.g. through a pre-paid mobile wifi dongle).
 - 5.4. Queen Mary must consider the needs of any student with a disability, and make reasonable adjustments where needed, to ensure that the alternative accommodation provision does not place them at a substantial disadvantage when compared with others who do not share that disability.
 - 5.5. If a student spends more than seven days in temporary accommodation without laundry facilities, Queen Mary must pay, or reimburse the student for, laundry costs that the student reasonably incurs whilst they are living in the alternative accommodation.
 - 5.6. When a student transfers from temporary alternative accommodation arranged by Queen Mary to their original accommodation (or to a longer-term alternative), Queen Mary will either provide an appropriate service to move all the student's belongings at the alternative accommodation, or reimburse the student for the student's reasonable removal costs.
 - 5.7. If a student incurs other reasonable additional out-of-pocket expenses from being housed in alternative accommodation (for example, higher travel costs than they would have incurred in the original accommodation) Queen Mary will provide reimbursement. These will be considered on a case-by-case basis.

6. Complaints

- 6.1. Students who are unhappy with the alternative housing, compensation or requests for out-of-pocket expenses they will have recourse to the Queen Mary Residential Complaints Policy and escalation to the Queen Mary Complaints Policy.
- 6.2. Any complaints related to the operation or application of this policy, can be made using the Residential Services Complaints Procedure. The latest copy of this procedure can be found on the Residences webpages:

<https://www.qmul.ac.uk/residences/acc-contact-us/>

- 6.3. If a student wishes to escalate this to a formal complaint, they should use the information available on the Student Complaints Policy:

<https://www.qmul.ac.uk/governance-and-legal-services/student-appeals/complaints/>

7. Review

- 7.1. This policy will be reviewed at least every three years.
- 7.2. Minor updates to this policy that do not affect the rules, principles or intent of this policy may be approved by the Head of Housing Services/Residences on behalf of the Chief Operating Officer.

Policy information and document control

Policy title	Late Buildings and Accommodation Guarantees Policy
Version number	1
Related policies and procedures	<p>Housing Allocation Criteria: https://www.qmul.ac.uk/residences/college/application/step-one-application-deadlines-and-housing-criteria-for-students/</p> <p>Refund and Compensation Policy Student Complaints Policy</p> <p>The latest versions of the above policies can be found here: https://www.qmul.ac.uk/governance-and-legal-services/policy/</p>
Superseded policies	N/A
Approval level	Chief Operating Officer
Approval date	29 May 2026
Effective date	Start of the Academic Session 26/27
Next review due	Summer 2029
Policy owner	Barbara Ashcroft (Head of Housing Services)
Policy contact	Barbara Ashcroft (Head of Housing Services)

Version control

Version	Date	Reason for updates/Summary of key changes
1	May 2026	New policy developed