Dear Ben,

Thank you for your reply to our open letter and we appreciate your agreement on the issues of public health provisions and evictions. However, we urge you to reconsider some of your other points. I would like to be very clear, NUS were never asking for students to be ‘let off’ their rents. Indeed, this framing of the NRLA’s response has come across as callous and as though the NRLA is suggesting that our letter was just a set of flippant, opportunistic or childish asks.

**Students struggling to pay rent whilst in their property**

We are in the middle of a global pandemic and an unprecedented social crisis. Students are yet to receive access to the various packages of financial support from government. The final 2019/20 student finance payment is occurring, but we all know that student maintenance loan packages are largely inadequate to cover rent and living costs. Students rely on family support, wages and commercial debt to pay their rent. For many students, the first two of these income streams are being hit extremely hard by the current crisis. Furthermore, many students do not receive student finance funding at all and some students are being forced by the crisis to stay in their accommodation longer than they expected to but will not have budgeted for additional rent payments.

We do not wish to see students taking out additional commercial debt or racking up unpayable rent arrears debts – both of which simply defer financial difficulty until later down the line.

We are pleased that the NRLA is also calling for additional financial support for students in this crisis. However, until an adequate package is put in place, we urge the NRLA to advocate that landlords should reduce or waive rent obligations for student tenants who are remaining in their rental property (when they are in financial difficulty) rather than let those tenants just build up unaffordable rent arrears debt.

**Students who have left their property early**

Being a landlord is not a risk-free business enterprise. Letting property to students as a business model relies on university physically occurring. Unfortunately, at this time that is not the case and that risk should be shouldered by the landlord, who is making profit, not by the tenant. Students have had to leave their term-time accommodation for a variety of reasons. Some universities advised students to do so. Some students with health conditions that leave them at high-risk to Coronavirus needed to leave their shared accommodation. International students have needed to return to their home country.

Many universities and private sector PBSA providers are releasing students from their tenancy obligations early if they vacate the property as a result of Coronavirus. NUS urging PRS landlords to do the same is not outlandish. In Scotland, student tenants renting via a standard Private Residential Tenancy already have the ability to simply give 28-days’ notice and leave their contract. Whilst this is regrettably not the law in England, asking landlords to offer a similar route out for student tenants in these unprecedented circumstances is not extreme.

**Tenancies for next academic year**

Ben Beadle,
National Residential Landlord Association,
Friday 3rd April 2020
I was most shocked by your assertion that students should still have to pay rent for tenancies that many of them have signed for the forthcoming academic year - even if lockdown eventually prevents them from moving into that property or university is postponed. No other tenant demographic will currently be stuck in tenancies so far in the future.

If it comes to pass that hundreds of thousands of student tenants are forced to pay rent for properties that they cannot or should not move into then this would, rightly, be a national scandal. Indeed, it would further highlight just how dodgy the practice of pressure selling tenancies to students has been. If landlords would rather do this than release students and still have the option to market their properties to other tenants or, even, just leave their asset empty for a period of time that would be extremely revealing.

As we stated in our letter, we have raised with the Competition and Market Authority in the past that the practice of landlords getting students to sign tenancy agreements many months in advance of them actually moving in is a form of pressure selling. Given the lack of assurances the NRLA have given on this issue, and the significant additional problems this could cause our members in the current crisis, we will be contacting the CMA again to further highlight this problem.

Yours Sincerely,

Eva Crossan Jory,
Vice-President for Welfare
National Union of Students