Elphinstone Research Group

Legal Research

Consultation Research Report

Ending PBSA Tenancies Early: Scotland's Proposed Rules for Students

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Editor's Note



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This is the third publication from ERG's UK Legal Research Branch, and the first written about a question that affects students directly: when should a student be able to leave purpose-built student accommodation before the tenancy ends?

Section 45 of the Housing (Scotland) Act 2025 lets Scottish Ministers create that right by regulations. The Scottish Government consulted on how it should work from 30 July to 22 October 2026, and ERG submitted its own response, based on this research, on 20 October 2026. Our team of eight looked at the current law, which circumstances should qualify, what evidence is fair, how deadlines and refusals should work, and what the change means for providers.

The report keeps four things apart throughout: the law as it stands, current provider practice, the Government's proposal and ERG's own recommendations. Nothing in it should be read as saying students already have a new right to leave.

This team worked on the project through the start of term, and I am grateful to every one of them. This is educational research, not legal advice.



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How the research was organised

Eight researchers worked as one team. Seven each led a section, and the Lead Researcher wrote the introduction, summary and recommendations. Their work was edited and joined into seven sections, with ERG's summary and recommendations around them.

SECTION 01	**Current Law, Scope and the Existing PBSA Position**	Which agreements fall within section 45, what the power does and does not do, and how early release works today.
SECTION 02	**Which Circumstances Should Qualify**	A unifying principle for the six proposed circumstances, what to define, add and exclude.
SECTION 03	**Evidence, Privacy and Vulnerable Students**	What evidence is fair for each circumstance, safe alternatives, and privacy safeguards.
SECTION 04	**Notice, Decisions and Deadlines**	How the 28 day notice and decision timetable would work, and a faster route for urgent cases.
SECTION 05	**Refusals, Challenge and Remedies**	A written refusal, internal reconsideration and independent review, rent during a challenge.
SECTION 06	**Provider Operations, Rent and Housing Supply**	The real costs of early exits for providers, the limits of the evidence, and ways to reduce them.
SECTION 07	**Current Practice, Comparisons and Wider Safeguards**	Lessons from the National Code, university guidance, the coronavirus regime and monitoring.

SCOPE AND METHOD

This is a desk review of section 45 of the Housing (Scotland) Act 2025, the Scottish Government's consultation of 30 July 2026, the Private Housing (Tenancies) (Scotland) Act 2016, the National Code, published university and students' association guidance and market research. It uses published and aggregate evidence only. It is not legal advice and is not endorsed by the Scottish Government or any provider. Sources were checked by the authors on the dates they record.

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ERG's position at a glance

Students need a real right to leave in serious circumstances. Providers need a clear, workable process. The regulations can deliver both.

01 **THE LAW TODAY**

Section 45 came into force on 1 April 2026 but is an enabling power only. No regulations have been made, so release from a PBSA tenancy still depends on the contract, the provider's policy and, for members, the National Code.

02 **WHAT THE GOVERNMENT PROPOSES**

Six qualifying circumstances, at least 28 days' notice, evidence of the reason, a seven day acknowledgement and up to 20 further days where more information is requested, plus a fair route to challenge a refusal.

03 **WHAT ERG RECOMMENDS**

A clear statutory right built on a defined principle, proportionate and private evidence, firm deadlines with an urgent route, written reasons, internal reconsideration then independent review, fair re-letting, and monitoring.

A meaningful right, a workable process

ERG's summary of the report

ERG recommends that students should have a statutory right to end a PBSA tenancy where clearly defined, serious circumstances make continued occupation unreasonable. Today release depends too heavily on individual contracts and provider discretion, so students in similar situations can be treated very differently (Sections 01 and 07).

The Scottish Government has proposed six grounds: close family bereavement, serious health needs, loss of matriculation, visa revocation, a national emergency ending teaching, and a serious risk to health or safety. These should be linked by one principle and their key words defined, so that similar cases are treated alike (Section 02).

Evidence should be proportionate. Providers need enough to confirm that a qualifying circumstance exists and affects the tenancy, but they should not routinely ask for full medical records, detailed accounts of abuse or unnecessary immigration information. Alternatives should be accepted where the usual document is unavailable, delayed or unsafe to obtain (Section 03).

The process needs clear deadlines. ERG supports the 28 day notice period and time limits, with a faster route for urgent health or safety cases and limits on repeated requests for evidence (Section 04). A refusal should be explained in writing and followed by a short internal reconsideration, then independent review. The legal authority for that review must be created, not assumed to exist already (Section 05).

Providers' concerns are real. Early departures can mean empty rooms, administration and lost rent, especially mid-year. Reasonable notice and cooperation with re-letting can reduce those costs, but they should not take protection away from students who meet the conditions (Section 06).

Key fact	Position as at 23 October 2026
Power	Housing (Scotland) Act 2025, s 45: regulations may let a student residential tenant end the tenancy in specified circumstances
In force	1 April 2026 (SSI 2026/115); enabling power only, no regulations made as at 23 October 2026
Consultation	Published 30 July 2026; closed 22 October 2026; ERG responded on 20 October 2026
Proposed grounds	Bereavement, serious health needs, loss of matriculation, visa revocation, national emergency, serious risk to health or safety
Proposed process	At least 28 days' notice; 7 day acknowledgement; up to 20 further days for more evidence
Current practice	Contract terms, provider discretion and National Code cl 4.6 for members

SECTION 01

Current Law, Scope and the Existing PBSA Position

Contributor: Freya Irvine

Students in purpose-built student accommodation (PBSA) in Scotland do not yet have a general statutory right to end their tenancy early. Section 45 of the Housing (Scotland) Act 2025, in force since 1 April 2026, allows the Scottish Ministers to create such a right by regulations, but none have been made.[1] Until then, early release depends on the contract, the provider's policy and, for some providers, the National Code.

Which agreements fall within scope

The Scottish Government describes PBSA as property let primarily to students by educational institutions, or by companies that own or manage accommodation specifically for students. PBSA agreements have fixed tenancy dates, and students must leave at the end of the tenancy period.[2] A private residential tenancy (PRT), by contrast, is open-ended and continues until the tenant decides to leave or the landlord evicts the tenant.

Section 45 applies to a "student residential tenancy": a tenancy whose purpose is to let the tenant occupy the property while a student, and to which sub-paragraph 2 or 3 of the 2016 Act's exclusion for student lets applies.[3]

Sub-paragraph 2 applies where the landlord is a university, a college, school or hall of a university, or one of the other education institutions listed there, so university and college halls appear to fall within scope.[4] Sub-paragraph 3 applies where planning permission to construct, use or convert the building was granted on the basis that it would be used primarily for housing students, and the landlord is an institutional provider of student accommodation. A private company is not automatically an institutional provider. Under paragraph 5(4), it is one if it lets, or is entitled to let, other properties in the same complex, those properties include at least 30 bedrooms, and they are primarily for housing students.[5] Larger private PBSA built under a student planning consent therefore appears to fall within scope.

Feature	PBSA under a student residential tenancy	Private residential tenancy
Term	Fixed tenancy dates	Open-ended
How it ends	Student leaves at the end of the tenancy period	Tenant decides to leave, or landlord evicts
Statutory early exit today	None; depends on contract, policy or the National Code	Tenant can choose to leave

What section 45 does and does not do

Section 45 lets the Scottish Ministers make regulations enabling a student residential tenant to end the tenancy in circumstances, and subject to requirements, that the regulations specify.[6] Before laying draft regulations, the Ministers must consult those who appear to represent tenants and landlords under student residential tenancies, and may consult anyone else they consider appropriate.[7]

This is an enabling power only and creates no right by itself. The consultation proposes a notice period of at least 28 days, but students cannot rely on a proposal (see Sections 02 and 04).[8]

The current legal position Section 45 of the Housing (Scotland) Act 2025 came into force on 1 April 2026. It is an enabling power only: it allows the Scottish Ministers to make regulations letting students end a PBSA tenancy early, but no regulations have yet been made. Students therefore do not yet have a general statutory right to end a PBSA tenancy on 28 days' notice. Until regulations are made, early release depends on the contract, the provider's policy and, where the provider is a member, the National Code.

SECTION 01 continued

Current Law, Scope and the Existing PBSA Position

How early release works today

Without a statutory right, tenants are often required to pay rent for the whole tenancy period even if they move out early. Guidance from the Edinburgh University Students' Association (EUSA) lists reasons some providers may accept: a cooling off period just after signing; "no place, no pay", where the student's offer to study has been withdrawn; and "no visa, no pay", where the student cannot secure a visa.[9] It warns that some providers may refuse other reasons, such as returning home for caring or a bereavement after the contract starts, because they are not required to end a contract for reasons outside its terms. Release is therefore discretionary and varies between providers, unlike the statutory route the consultation proposes.

Because PBSA lets outside the PRT regime are treated as common law tenancies, clause 4.6 of the ANUK/Unipol National Code can apply where the provider is a member.[10] The Code is approved for England and Wales under the Housing Act 2004; it has no equivalent statutory status in Scotland and applies there only through membership. Clause 4.6 requires agreements to let the occupant leave if they have withdrawn from, been excluded from or been refused admission to their institution, or if they are ill, have been absent from studies for more than 60 days and have agreed to suspend their studies. The occupant must give four weeks' written notice, leave by the stated date and provide reasonably satisfactory evidence of their non-student status or suspension.[11]

Existing agreements, new agreements or both

In the author's view, the position needs updating, possibly through model terms applying across all PBSA providers, as discussed by Brodies in reviewing the PBSA Review Group's recommendations.[12] The author suggests that model terms and any new regulations apply only to new agreements, giving providers time to assess the effect on their policies, since changing existing contracts may be hard to justify given their short, one year duration. A set later date would fix when the terms must be used, so that every agreement made after it contains uniform early termination rights.

SECTION 02

Which Circumstances Should Qualify

Contributor: Ted Baber

The six proposed circumstances are a reasonable starting point, but the list is neither fully clear nor complete.[13] ERG recommends that the regulations rest on a single unifying principle: a qualifying circumstance should be unforeseen and beyond the student's control, and should either undermine the student's ability to remain a student or cause such serious disruption that continued occupation cannot reasonably be expected. The consultation does not say what connects the six, which risks inconsistent interpretation by providers.

Why the principle should be narrow

A narrow test reflects the purpose of the power. During the passage of the Housing (Scotland) Bill, the Cabinet Secretary acknowledged that allowing termination in all circumstances could significantly affect the management of, investment in and supply of student accommodation.[14] The table summarises how ERG applies the principle.

Circumstance	ERG position	Reason
Close family bereavement	Keep, define	"Close" is undefined
Serious health needs	Keep, define	"Serious" is undefined
Serious risk to health or safety	Keep, define	Needs an objective threshold
Loss of matriculation	Keep	Clear; carve out misconduct exclusion
Visa revocation	Keep	Clear
National emergency ending teaching	Keep	Clear
Involuntary transfer (e.g. course closure)	Add	Beyond the student's control
Involuntary interrupted study	Add	Same problem as loss of matriculation
Voluntary withdrawal or transfer	Exclude	A choice, not beyond control
Exclusion for misconduct	Exclude	Caused by the student's own conduct
Disability-related unsuitability, serious accommodation failure, provider breach	Exclude	Existing remedies cover all tenants
General exceptional circumstances	Exclude	Too uncertain

Defining the proposed circumstances

Three circumstances need definitions to be applied consistently. The first is "close" family bereavement. The regulations could borrow, by analogy, the definition of "dependant" in section 57A of the Employment Rights Act 1996, which covers a spouse or civil partner, a child, a parent and a person living in the same household other than as an employee, tenant, lodger or boarder.[15] One limit is that a grandparent who did not share the student's household would fall outside it unless the list were extended.

"Serious health needs" is also undefined. Section 6 of the Equality Act 2010, which defines disability as a physical or mental impairment with a substantial and long-term adverse effect on the ability to carry out normal day-to-day activities, offers a possible reference point.[16] Its "substantial" threshold could help exclude minor conditions, and its reference to mental impairment would keep mental health conditions within scope. It should not be treated as an equivalent test: serious health needs is a broader idea than disability, and a serious but short-term illness may not meet the long-term requirement.

SECTION 02 continued

Which Circumstances Should Qualify

"Serious risk to health or safety" needs an objective standard, such as harm that is more than minor or trivial, or confirmation from a GP or university welfare officer (on evidence, see Section 03).

Loss of matriculation, visa revocation and a national emergency ending teaching are clear enough as they stand. A pending visa appeal needs no separate treatment, since a student appealing a revocation is unlikely to want to give up their accommodation.

Gaps and boundary cases

The list also misses circumstances that satisfy the principle. A student whose course is closed faces exactly the problem the reform is designed to solve: they cannot remain at that institution through no fault of their own. Involuntary transfer should therefore be added. Interrupted study is a second gap. A student required to interrupt their studies because of illness has not lost matriculation, yet faces the same difficulty, so interruption should qualify where it is involuntary and caused by a listed circumstance.

Withdrawal should likewise qualify only where a listed circumstance, such as ill health or bereavement, causes it. Voluntary withdrawal and voluntary transfer fail the principle, because a student who chooses to leave has not faced a circumstance beyond their control.

Exclusion for misconduct is the hardest boundary case. An excluded student cannot remain a student, but the exclusion results from their own conduct, so it fails the "beyond the student's control" limb. Because loss of matriculation is itself a listed circumstance, the regulations should carve out misconduct exclusion expressly rather than rely on the principle alone.

What should stay outside the list

Disability-related unsuitability, serious accommodation failure and provider breach should not be included, because these problems are not unique to students. The Equality Act 2010 requires reasonable adjustments, the Repairing Standard under the Housing (Scotland) Act 2006 sets minimum standards for rented accommodation, and Scots common law deals with material breach, so remedies already exist.[17] Including them would give students a stronger remedy for general housing failures than ordinary tenants enjoy (on remedies, see Section 05).

The regulations should not include a general exceptional circumstances ground either. It would create significant uncertainty in a deliberately restrictive scheme. Instead, ERG recommends a power for Scottish Ministers to add circumstances by regulations, so that new situations meeting the principle can be recognised later. Section 45 of the Housing (Scotland) Act 2025 is itself an enabling power, so delegated rule-making is already the chosen mechanism.[18]

What current practice leaves out

Clause 4.6 of the National Code requires member providers to include a contractual exit option where a student has withdrawn, been excluded, or been absent from their course for more than 60 days because of illness.[19] That protection is useful, but it applies only to National Code members and broadly matches only two of the six proposed circumstances, leaving out bereavement, visa revocation, serious risk and national emergency. Glasgow University Students' Representative Council (SRC) guidance states that, outside such terms, early release requires the student to find a replacement tenant and negotiate with the provider.[20] That process is discretionary and places the burden on the student at what may already be a difficult time. The regulations should turn this discretion into an enforceable right.

The regulations will deliver consistent and fair outcomes only if the key terms are defined, the list is extended to cover involuntary transfer and interrupted study, and a ministerial power lets the list keep pace with circumstances that could not be anticipated.

SECTION 03

Evidence, Privacy and Vulnerable Students

Contributor: Annagayle Mosemann

Evidence under any scheme made under section 45 of the Housing (Scotland) Act 2025 should prove two things: that a qualifying circumstance exists, and that it has a material effect on the tenancy.[21] It should not require a complete clinical or personal account. The consultation proposes that a student provide evidence of the reason for ending the tenancy;[22] this section asks how much evidence is fair.

Fact and effect

This approach mirrors other UK systems. Department for Work and Pensions (DWP) bereavement guidance accepts a death certificate or funeral notice, not a full account of the relationship or the cause of death.[23] UK Visas and Immigration (UKVI) status checking relies on official notice of a change, not a full immigration history.[24] University disability services typically require confirmation of a support need rather than a diagnosis or treatment record. Applied to purpose-built student accommodation (PBSA), a provider needs only enough to verify eligibility under one of the six circumstances, not the underlying narrative. This reduces the burden on students and the sensitive data providers handle, in line with the data minimisation principle in the UK GDPR.[25] By loose analogy, Scots civil evidence law already accepts hearsay and documentary evidence without reopening the full background.[26]

Circumstance	Usual evidence	Safe alternative
Close family bereavement	Death certificate	Funeral notice, or registrar or funeral director confirmation of the fact only
Serious health needs	Detailed medical record	GP or practitioner letter on functional effect, with no diagnosis
Loss of matriculation	University record	University confirmation of the change of status
Visa revocation	UKVI notice	Immigration adviser or sponsor confirmation of status
National emergency ending teaching	Official public notice	Official public notice suffices
Serious risk to health or safety	Police report	Support worker, refuge staff or social worker confirmation of risk, without incident detail

When the usual document is unavailable or unsafe

Alternative evidence should be accepted whenever the usual document is unavailable, delayed, costly or unsafe to obtain. An overseas death registration can take months to issue, which could delay a bereavement termination beyond any reasonable notice window. A police report requirement could force a survivor of domestic abuse to re-engage with a perpetrator, the courts or the police, which is a serious safety risk in itself. A visa revocation notice may arrive informally or be held by a third party, such as a sponsor or employer. The Scottish Government's Equally Safe strategy and Scottish Women's Aid practice guidance both recommend accepting confirmation from a support worker, refuge staff or a social worker in place of official abuse or crime documentation, to avoid exposing survivors to further harm.[27]

Insisting on the usual document in these cases may be disproportionate. Where a provider exercises public functions or is otherwise subject to public law duties, the Human Rights Act 1998 requires it to act compatibly with Convention rights, including Article 8 (private life), although that duty cannot be assumed to bind every PBSA provider.[28] Either way, alternative evidence should be accepted where it is reasonably sufficient to establish the circumstance and its effect on the tenancy.

Confirmation of effect, not diagnosis

A professional can confirm the effect on a student without disclosing a diagnosis. The Disabled Students' Allowance (DSA) offers a working template: a professional confirms functional impact, not clinical detail.[29] A

SECTION 03 continued

Evidence, Privacy and Vulnerable Students

GP letter might state that the student cannot continue in their current tenancy because a health condition affects their ability to live independently, without naming the condition. The same model extends across the other circumstances, as the table shows. Further detail should be requested only where it is truly necessary to verify the facts.

Privacy, access and retention

Health, abuse and immigration information is highly sensitive. The UK GDPR (including article 5(1)(c) on data minimisation and article 9 on special category data) and the Data Protection Act 2018 require providers to collect no more than they need, keep it no longer than necessary and protect it with strict conditions and access controls.[30] A trauma-informed process may rest on five safeguards. First, minimise: collect only what confirms eligibility, and never request full records, case notes or histories. Second, restrict access: a single named, trained decision-maker handles each case, rather than general housing or reception staff. Third, segregate: store sensitive evidence separately from ordinary tenancy files, under tighter access controls. Fourth, retain proportionately: delete evidence once any period for challenging the decision has ended, consistent with the storage limitation principle. Fifth, aggregate only for reporting: monitoring uses anonymised statistics, and no case-level detail is kept for review.

Privacy and retention recommendation Ask only for evidence of the fact and its effect, accept the safe alternatives in the table, and route each case to one trained decision-maker. Hold sensitive evidence apart from tenancy files, delete it once any challenge period has ended, and monitor only with anonymised data.

One disclosure, one contact

The process should rest on one disclosure, made once, to a single trained point of contact. A student should not have to repeat sensitive details to different staff. Under the consultation proposal, the process would run from a seven day acknowledgement to up to 20 further days where more evidence is requested, and the same contact should handle every stage, from acknowledgement to decision (see Section 04).[31] Wherever possible, evidence should move professional to professional, such as a support worker's letter to a housing officer, rather than the student writing their own detailed account. This reflects the principles of NHS Education for Scotland's National Trauma Training Programme: safety, trust, choice, collaboration and empowerment.[32] How a student could challenge a refusal is not yet settled (see Section 05).

In conclusion, evidence should establish the fact of a qualifying circumstance and its effect on the tenancy, and nothing more. Where the usual document is unavailable or unsafe, a safe alternative should be accepted, and professionals should confirm effect, not diagnosis. With the five safeguards and one disclosure to one trained contact, the process can verify eligibility without asking vulnerable students to disclose more than the decision requires.

SECTION 04

Notice, Decisions and Deadlines

Contributor: Neel Sukul

The short answer

The process in the consultation (a notice period of at least 28 days, a seven day acknowledgement by the provider, and up to 20 further days where more evidence is requested) would work for most routine cases.[33] It works less well where a student's reason is urgent but the usual paperwork does not yet exist, for example after a recent mental health crisis. Those cases need a faster route, very limited scope for repeat requests and a willingness to accept alternative evidence. All of this concerns a proposal: section 45 of the Housing (Scotland) Act 2025 is an enabling power only, no regulations have been made, and students do not yet have a general statutory right to end a purpose-built student accommodation (PBSA) tenancy on 28 days' notice.[34]

Two cases under the same procedure

Take first a student who gives notice under "serious health needs" after a recent mental health crisis. Because the crisis is recent, they probably lack the records that usually establish a patient's mental health history. A self-written account of symptoms will tend to look less credible than an assessment by a mental health practitioner, so the provider is likely to ask for further information. Compare a student who gives notice to return home after a parent's death and supplies the death certificate. There would normally be no reason to refuse that evidence, and the request should be accepted without complications. The table applies the proposed steps to both.

Step	Bereavement (routine case)	Recent mental health crisis (urgent case)
1	Student gives 28 day notice with death certificate	Student gives 28 day notice with limited evidence
2	Provider acknowledges within 7 days and accepts	Provider acknowledges within 7 days
3	Student pays rent for the notice period as usual	Provider likely requests further information, with up to 20 days to respond
4	Tenancy ends and any balance is returned	Request succeeds if new evidence is accepted; if not, a further request and up to 20 more days may follow

For the urgent student, the procedure can repeat. On the author's reading of the proposal, a student who does not respond to a request would have the application treated as withdrawn and would need to start the whole process again. Each extension can also add up to 20 days of rent. Because gathering evidence can reasonably take longer in some circumstances, 20 days is defensible as a general upper limit. The difficulty arises when the limit is applied to individual urgent cases.

A faster route for urgent cases

This section proposes that students should be able to mark their notice as urgent against clear criteria on the provider's portal, without any immediate burden of proof. Urgent cases would then follow a faster route: a shorter initial extension and very limited scope for repeated requests. Providers should be open to alternative forms of evidence, such as personal testimony about mental health, while students should be obliged to give accurate information, with an independent mechanism for auditing requests built into the system.

Several further safeguards follow. In urgent cases, the student should not have to pay rent to cover the extension. More generally, if a request succeeds at a later stage, any rent paid after the original notice should be refunded in full, which removes any incentive for a provider to make repeat requests simply to collect more rent. Providers should be able to withdraw a request for further information if, on reflection, they find the original evidence acceptable. No step should require the student to attend in person. Where the student explains that the evidence requested is unavailable, the response should not be another request that extends

SECTION 04 continued

Notice, Decisions and Deadlines

the timetable again, but a separate agreement on what alternative evidence can be used.

Giving and acknowledging notice

Drawing on existing advice to students about ending PBSA contracts early, notice should be given through an online form.[35] The form would set out the reason for ending the tenancy, the supporting evidence, optional comments explaining that evidence where it is ambiguous, and a way to flag urgency. The author proposes three design features. First, the portal should be protected by two-factor authentication. Second, it should show the rent due, record the time of submission and return a copy to the student. Third, the submission should remain editable until the provider formally acknowledges it, since the student may obtain further evidence in that time. The acknowledgement should arrive by email, stating the outcome and the next steps.

Rent, deposits and room access

During the notice period the student continues to pay rent as usual, which may be set against any prepaid sums, with the outstanding balance returned after the notice period ends. Providers usually inspect the room at the end to recover any maintenance or repair costs. The room should be accessible to prospective tenants and third parties only with the student's clear consent. In the author's view, the provider should not be able to remove the student during this period unless the student seriously breaches the contract.

Finally, the author suggests a deterrent against unfair refusals. In the private residential tenancy (PRT) regime, the First-tier Tribunal can make a wrongful termination order requiring a former landlord to pay a sum to the tenant.[36] By analogy, where the Tribunal found that a provider's assessment of evidence was seriously flawed, the provider could be ordered to pay a sum to the student. This is an analogy only, not an existing PBSA remedy, and the Tribunal would first need to be given jurisdiction over these disputes (see Section 05).

Overall, the proposed process covers most routine cases well but needs adjustment for urgent cases that require a faster route. Clear standards for triaging requests, developed with both students and providers, will be key.

SECTION 05

Refusals, Challenge and Remedies

Contributor: Jhanvi Thakur

A student should not be left without a meaningful remedy when a purpose-built student accommodation (PBSA) provider refuses a request to end a tenancy early or fails to decide it in time. ERG recommends a two-stage process: internal reconsideration by the provider, followed by independent review. Section 45 of the Housing (Scotland) Act 2025 supplies the power to make regulations for the proposed scheme, but no regulations have yet been made.[37] The consultation asks for views on how refusals should be challenged.[38] A uniform statutory appeal route therefore does not yet exist, and the proposals below are ERG's recommendations rather than current law.

Written reasons for a refusal

The starting point should be a written refusal that explains the decision clearly. A student should not have to guess what went wrong or which step to take next. ERG recommends that the regulations require every refusal notice to state, at a minimum:

- the qualifying ground considered, the evidence received and any evidence said to be missing;
- the precise factual and legal reasons for refusing the request;
- the date of the decision and who made it;
- how and by when to request reconsideration, and the independent review route that follows; and
- how rent and debt recovery will be treated while a timely challenge is pending.

A two-stage challenge

The first stage should be internal reconsideration by a suitably senior person who was not responsible for the original decision. Some disputes will be simple mistakes, such as a provider misreading a document or failing to consider alternative evidence, and this stage gives the provider a chance to correct them. ERG proposes that a student should have ten working days to request reconsideration, free of charge, and that the provider should give a reasoned response within five working days. These are ERG's proposed deadlines, not existing statutory deadlines. Urgent health or safety cases should be dealt with more quickly. It should not become a lengthy barrier to independent review.

If the refusal is upheld, the student should be able to seek independent review. ERG recommends that the regulations, or any accompanying legislation that proves necessary, establish a single independent route covering eligible university and private PBSA tenancies alike. The reviewer should be able to decide whether the statutory conditions were met and whether the provider applied them correctly. The legislation should set out the reviewer's powers, deadlines and remedies, rather than relying on an assumption that an existing body can deal with every case. The author's research suggests that the First-tier Tribunal for Scotland, or another single statutory decision-maker with equivalent powers, would be the natural candidate.

Which routes exist now

No existing route amounts to a general right of appeal. The Scottish Public Services Ombudsman (SPSO) sets model complaints handling procedures for bodies within its jurisdiction, including higher education institutions.[39] Its jurisdiction depends on the body complained about, and private PBSA operators do not automatically fall within it.[40] SPSO review is therefore not a binding appeal for every PBSA tenant against a termination refusal, and a complaint about service or maladministration is different from a binding decision on whether statutory requirements were met. The National Code may offer relevant protections where a provider is a member, but its coverage and the termination circumstances it specifies are limited.[41] The First-tier Tribunal for Scotland (Housing and Property Chamber) should not be assumed to have jurisdiction over every such dispute under the current law.[42]

SECTION 05 continued

Refusals, Challenge and Remedies

Route	Available now	Limitation
University complaints and SPSO	Institutional complaints and SPSO review where applicable	Not a universal appeal for every PBSA tenancy
Private provider complaints	The provider's own complaints process	Procedures differ between providers
National Code	Contractual protections where the provider is a member	Limited by membership and circumstances covered
Housing and Property Chamber or courts	Remedies within their current jurisdiction	Jurisdiction over a given dispute must be established
Single statutory review route	ERG's proposed independent mechanism	Needs legal authority and clearly defined powers

Rent while a challenge is pending

Where a student challenges a refusal within the required time, collection of disputed rent accruing after the proposed termination date should be suspended until the dispute is decided. Rent that was clearly due before that date should remain payable. The rules should also cover related charges, guarantor enforcement and adverse reporting, with safeguards against deliberately abusive, delaying or repeated applications.

Remedies and missed deadlines

If an independent reviewer finds that a refusal was unreasonable, the reviewer should be able to fix the correct termination date and require the provider to correct the student's account, including cancelling or refunding rent charged after that date where appropriate. Any power to release a guarantor from related liability or to award compensation for proven loss should be expressly provided for and carefully defined. The aim is to restore the student, as far as possible, to the position they would have been in had a valid request been accepted on time.

A missed decision deadline should not leave a student waiting indefinitely or extend the tenancy by default. ERG recommends that a provider's failure to decide on time should give the student immediate access to expedited independent review. Deemed acceptance of the request could be considered as an alternative, but it would need careful assessment before being adopted.

Overall, this model lets providers correct mistakes while giving students a real remedy, on the same terms for university and private PBSA.

SECTION 06

Provider Operations, Rent and Housing Supply

Contributor: Shu Fei Lin

A student who leaves part-way through the academic year can impose real costs on a provider of purpose-built student accommodation (PBSA): lost rent while the room stands empty, administration, marketing and debt recovery. That does not mean wider exit rights would necessarily reduce supply or increase rents. The evidence for those wider effects is uncertain, and the size of any cost depends largely on the notice a student gives and how quickly the room can be re-let. Reasonable notice and cooperation with re-letting can reduce the burden, although the effect will vary between university, charitable, specialist and large private providers because they operate in different ways.

Seasonal demand and re-letting

Demand for PBSA typically peaks at the start of the academic year and falls significantly by the middle of it. Because most contracts run for the academic year, a student who leaves mid-year leaves a room that a much smaller pool of tenants is willing to take for the remaining period. In some cases the room may stay vacant until the next academic year, so the provider loses rent for the rest of the contract period.

A provider respondent to the Scottish Government's earlier notice period survey argued that mid-semester vacancies would substantially increase financial risk, because voids reduce rental income with "no equivalent reduction in operating costs".[43] This is a plausible concern, but it comes from a party with a direct financial interest in the outcome. It is a single survey response rather than measured evidence of losses, so it shows that providers may face costs, not how large those costs would be.

Which costs are plausible

A failure to re-let can be financially draining. While a room is empty the provider earns no rent from it, yet it may still have to pay for maintenance, utilities and other property costs. Finding a replacement tenant also brings marketing costs, such as advertising and staff time spent answering enquiries and conducting viewings. Knight Frank found that providers are using rental incentives more often: at the end of September in the 2025/26 cycle, incentives accounted for 4.2% of advertised annual rent across UK PBSA.[44] This suggests that providers may incur additional costs to attract students and reduce vacancies. How much they spend will depend on how quickly a replacement can be found, and less advertising is needed where previous tenants rebook. Clear and standardised procedures for re-letting rooms could also reduce the time a room remains vacant.

Not all of these costs are new. Clause 4.6 of the National Code already requires participating providers to allow students to end their tenancy early in certain circumstances.[45] Because early departures occurred before any reform, many providers will already have procedures for dealing with the consequences. Some of the costs associated with early exits are therefore pre-existing rather than created entirely by the reform. The relevant question is how far wider exit rights would add to costs that providers already manage, not whether early departures would cost anything at all.

Rent, investment and supply

Wider exit rights could make occupancy less predictable by increasing the possibility of students leaving before their tenancy expires. That would raise the risk of vacant rooms and create greater uncertainty about rental income and investment returns, which may reduce the attractiveness of PBSA investment. The consultation reports respondents' concerns that investors and providers might withdraw from the market, and that providers might raise rents to cover increased costs.[46] These are warnings about what might happen rather than observed effects.

Rental income is also only one factor in investment decisions. In a Savills survey of PBSA investors, the biggest concern was changing interest rates, cited by 87% of investors, followed by construction costs at 75%.[47] The extent to which wider exit rights would affect PBSA investment or supply therefore remains uncertain.

SECTION 06 continued

Provider Operations, Rent and Housing Supply

Limits of the economic evidence

The available evidence has clear limits. The concern about voids comes from provider survey responses, and the warnings about market withdrawal and higher rents are forecasts by respondents rather than measured outcomes. The market figures describe general conditions, such as incentives and investor sentiment, rather than the effect of exit rights themselves, and the Savills figures concern European investors generally. Because interest rates and construction costs weigh more heavily on investors, it is difficult to isolate any effect the reform itself would have on rent or supply.

Reducing the burden

Three measures could reduce genuine burdens without weakening the exit right. First, a reasonable notice period, such as the minimum of 28 days proposed in the consultation,[48] gives providers time to plan departures, prepare the room and find a replacement tenant. Second, clear and standardised re-letting procedures for advertising vacant rooms, responding to queries and arranging viewings would help to shorten void periods and reduce administration costs. Third, students could be expected to cooperate with viewings at agreed times, so that rooms can be marketed before the tenancy ends. Together these measures could raise occupancy and make rental income more predictable, which may in turn ease investment concerns.

The effects are likely to differ between types of provider, as the table below summarises. The same notice and re-letting measures may help some providers more than others, depending on differences in how they operate.

Provider type	Benefits	Costs
Charitable providers	Easier exits help them support students whose circumstances change	Lost rent from early departures leaves less income for charitable aims
Large private providers	Notice gives time to find replacement tenants and cut costs	Less predictable income may make PBSA less attractive to investors
Specialist providers	Clear rules and notice allow rooms to be re-let quickly	More vacancies make rental income less predictable
Universities	Fewer students need help with accommodation problems if leaving is easier	If private rents rise, they may face pressure to provide affordable rooms themselves

SECTION 07

Current Practice, Comparisons and Wider Safeguards

Contributor: Victoria Dimitrova

Current Scottish practice shows that a defined, evidence-based release route can work, but it also shows that voluntary codes and provider discretion leave many students without relief. The lessons are that a statutory route should be clear and independent of landlord approval, should sit alongside existing consumer and equality protections, and should be monitored from the start.

Clause 4.6 of the National Code

Clause 4.6 of the revised National Code already sets out a four-week release route for some students in private PBSA.[49] Participating providers must allow a tenant to end the tenancy where the student has been withdrawn, excluded or refused by their institution of study, or where illness has kept the student away from their course for more than 60 days and the institution has agreed to suspend their studies. The tenant must give at least four weeks' notice, state the intended date of departure and provide satisfactory evidence, such as a letter from the institution. If the notice or evidence is defective, the provider must tell the tenant and give a reasonable opportunity to correct it.

This lesson supports the consultation proposal: a route built on defined grounds, a fixed notice period, evidence from the institution and a chance to cure defects is workable for providers. Its weakness is reach. The clause applies only through code membership, and it does not cover every circumstance in the consultation, so some tenants remain in PBSA agreements without relief.

Current university guidance in Aberdeen, Edinburgh and Glasgow

Guidance from the University of Aberdeen, Edinburgh University Students' Association (EUSA) and the Glasgow University Students' Representative Council (SRC) indicates that leaving a PBSA tenancy early is currently difficult.[50] Most PBSA contracts are fixed-term, so a tenant remains liable until the contractual end date unless qualifying circumstances were agreed in advance.

Some routes may help, such as "No Visa, No Pay" terms or cooling-off periods, but these depend on the individual contract. Finding a replacement tenant is another common route where the contract allows it. Even this is hard in practice: the replacement must meet the provider's criteria, and the outgoing student may not receive a refund until the replacement has signed, paid and moved in. Beyond these routes, early termination is at the provider's discretion. EUSA notes that returning home after a bereavement, financial difficulty or mental health issues may not give a right to end the contract.[51]

This is the lesson that exposes a gap. Existing routes vary, are hard to navigate and leave students dependent on their own provider and on their ability to find a replacement. All three advise caution before signing, so the burden currently falls on the student.

The temporary coronavirus regime

The temporary coronavirus regime, now expired, gave student tenants a clear statutory route to end a student residential tenancy without the landlord's agreement.[52] For reasons relating to coronavirus, a tenant could give the landlord written notice specifying an end date after the applicable minimum notice period, which was typically 28 days.

The lesson is that legislation can provide a clear but flexible exit that does not depend on landlord approval and recognises how exceptional events affect a student. The regime was, however, a response to one exceptional situation. A permanent framework needs tighter eligibility criteria and safeguards for providers, while still ensuring that students do not depend entirely on provider discretion.

Consumer and equality safeguards

The final framework should sit alongside, and not weaken, existing protections in the Consumer Rights Act 2015 and the Equality Act 2010. Under section 62 of the Consumer Rights Act 2015, a term is unfair if it

SECTION 07 continued

Current Practice, Comparisons and Wider Safeguards

causes a significant imbalance in the parties' rights and obligations to the detriment of the consumer, and an unfair term or notice is not binding on the consumer.[53] This supports the principle that termination provisions in PBSA contracts should be fair and transparent.

Section 35 of the Equality Act 2010 protects against discrimination, harassment and victimisation in the management of premises.[54] Sections 20 and 36 and the related schedules set reasonable adjustment duties for those who let or manage premises.[55] Section 20 describes the duty as comprising three requirements, and in this context it can extend to tenancy terms, information in an accessible format and the accessible enjoyment of accommodation. A person subject to the duty cannot require the disabled person to pay the costs of complying with it. Students with long-term health conditions or access requirements may face particular difficulties in shared accommodation. The framework should therefore ensure that disabled students, and students with other protected characteristics, are not disadvantaged when seeking accommodation or using a termination right.

Monitoring

The Scottish Government should set up a standard monitoring framework from the start. The Scottish Public Services Ombudsman (SPSO) model complaints handling procedures offer an existing model: bodies within the SPSO's jurisdiction, including colleges and universities, which often provide PBSA, report complaint statistics, outcomes and the action taken to improve services.[56] Private PBSA providers sit outside the SPSO's jurisdiction, which is a significant gap in current practice.

ERG recommends that the Scottish Government work with partners to develop a model complaints procedure for all PBSA providers. Monitoring should record termination applications, refusals and the reasons given, and the time taken to decide (see Section 04 and Section 05). It should also track the accommodation experience of disabled students and students with other protected characteristics, and the effect on rent and affordability, so that outcomes can be checked against the Equality Act 2010 and the Consumer Rights Act 2015.

Model or policy	What it does	Lesson
National Code, clause 4.6	Four-week release route on set grounds, with notice, institutional evidence and a departure date	A workable model, but only binds code members
Coronavirus regime	Statutory right to end the tenancy without landlord agreement, generally on 28 days' notice	Legislation can give a unilateral exit that works
SPSO model complaints procedures	Standard complaints reporting and monitoring for bodies in its jurisdiction	Ready-made monitoring model, but private PBSA is outside it

ERG's final recommendations

ERG's final recommendations to the Scottish Government:

01 Create a clear right.

The regulations should give a statutory right to end eligible PBSA tenancies in defined serious circumstances, for university and private PBSA alike.

02 Define the grounds.

The qualifying grounds should share one principle and be clearly worded, with safeguards against inconsistent decisions.

03 Keep evidence proportionate.

Ask only for what confirms the ground and its effect, protect privacy, and accept safe alternatives where usual documents cannot reasonably be obtained.

04 Set firm deadlines.

The ordinary process should follow clear statutory time limits, with an expedited route for urgent health or safety cases.

05 Give reasons and a route to challenge.

Refusals should be in writing, with prompt internal reconsideration and access to independent review with defined powers.

06 Protect students during a challenge.

Disputed rent after the proposed end date should not be enforced while a timely challenge is decided, with safeguards against abuse.

07 Share the re-letting burden.

Providers should have reasonable chances to re-let rooms, without the whole cost of a qualifying departure falling on the student.

08 Monitor the scheme.

The Government should track applications, refusals, delays, rent effects and unequal outcomes after implementation.

What happens next

Section 45 gives Scotland the chance to replace a patchwork of contracts, policies and voluntary codes with one clear rule. The consultation is a good starting point. Its six grounds cover the cases most students would recognise as serious, and its timetable gives providers notice.

What it does not yet settle is how the grounds will be read, what evidence will be enough, and what happens when a provider says no. Those details will decide whether the right works in practice for a student who has just been bereaved, become seriously ill or found themselves at risk. Our recommendations are aimed at those details.

ERG submitted its response to the consultation on 20 October 2026, before it closed on 22 October, and will follow the regulations as they are drafted. We hope this report is useful to students, providers, universities and the Scottish Government alike.

Thank you to every student who worked on this report during a busy start to the academic year.

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