



KMS 258 Residential Misconduct and Eviction Procedure

Related Policies

KMS017	Student Disciplinary Policy
Student	Code of Conduct
KMS255	Residential Accommodation Policy
KMS257	Drugs and Alcohol Misuse Policy



Created By:	Senior Residential Warden	Review Date:	July 2019
Approved By:	Strategic Management Team	Responsibility for Review:	Senior Residential Warden/ Deputy Principal Learning & Performance
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1. Introduction

We would like you to enjoy your stay in accommodation at Kingston Maurward College whether you are a full-time resident student or a duty student. In order to make sure your stay is safe and secure, we need to ask you to follow the terms and conditions of your residential contract. There will be consequences if you do not do this and this document details those consequences.

2. Breach of Residential Contract

- 2.1 At the beginning of the year each student signs a Residential Contract, any resident who breaches the terms of the Residential Contract will be notified of the breach. Where the offence is not of a nature that on its own would warrant eviction, the resident will be sent a letter outlining the breach and notifying him or her of any charges relating to that breach. This letter will also warn him or her of the consequences of the breach. A record of the correspondence will be kept in the resident's accommodation file.
- 2.2 Where there is a charge related to the breach, the resident will be offered the chance to pay this direct to the Finance department within 14 days and will be notified that if the payment is not made within 14 days, the charge will be deducted from their deposit. If the charge is greater than the deposit and is not paid within the 14 days, then the amount will be collected via the Finance department collection process. In exceptional circumstances a resident may reach a specific payment arrangement with the Deputy Principal, Finance and Corporate Services.
- 2.3 For one off minor breaches/misconduct, a resident may be required to fulfil certain conditions and either cease from certain actions or put right the breach e.g. clean and tidy the kitchen, make good any outstanding accommodation fees. Depending on the nature of the breach, these conditions may be agreed between the resident and the Senior Residential Warden, and where necessary, steps identified to help the resident achieve them. This would afford the resident an opportunity to correct his/her behaviour.

Examples of minor breaches/misconduct may include:

- Minor damage to property
- Creating a disturbance through relatively minor rowdy behaviour or loud music
- Wasteful use of resources (including water and electricity)



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- Failure to maintain a reasonable level of cleanliness of the bedroom, common room or kitchen
- Showing a lack of respect to other residents, visitors or staff

Examples of penalties for breach and/or misconduct may include to:

- Written apology
- Cleaning and tidying of the bedroom or communal living areas
- Referral to the Student Disciplinary Code of Conduct process

2.4 Where a resident has not rectified the breach of the Contract and Conditions of Occupancy, further disciplinary action will be taken, up to and including Notice to Quit.

3. Persistent and/or Repeated Breach of Contract and Conditions of Occupancy

3.1 A resident who repeatedly breaches the terms of his/her Contract will be notified of the breach and will be asked to explain their actions to the Senior Residential Warden.

Examples of persistent and/or repeated breaches include:

- Repeated failure to maintain standards of cleanliness, persistent rowdy or noisy behaviour
- Failing to keep fire doors closed
- Multiple minor breaches of Contract, such as failure to observe rules regarding visitors

Examples of penalties for persistent and/or repeated misconduct may include:

- A formal written warning
- Eviction from residential accommodation
- Referral to the Student Disciplinary Code of Conduct process

3.2 All incidents and misdemeanours will be investigated and discussed by the Senior Residential Warden and the Assistant Deputy Principal Student Experience & Progression and / or the Deputy Principal Learning & Performance to decide whether the resident will be offered the opportunity to correct the breach or if the resident should be evicted. The Deputy Principal Learning & Performance will make the final decision as to whether to evict the resident.

3.3 Following the decision to evict the resident, a Notice to Quit will be served detailing the breach of contract and requesting him or her to vacate his or her room in most cases, giving up to four weeks' notice. However, in the case of



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risk of harm to the student or others, Notice to Quit within 24 hours may be given. The Notice to Quit will include an outline of the appeal procedure.

4. Serious Breach of Contract and Conditions of Occupancy

4.1 The College may terminate the student's Contract of Residency for any resident who commits a serious breach, even as a first offence.

Examples of a serious breach may include:

- Harassment or bullying
- Theft
- Not declaring any unspent criminal conviction on the application for accommodation
- Serious or repeated damage to property
- Threatening behaviour or physical violence
- Smoking within residential accommodation
- Failure to observe food hygiene standards
- Illegal substance abuse
- Disruptive behaviour
- Unwillingness to co-operate with reasonable instructions from staff
- Repeated instances of minor misconduct
- Promoting views which may draw others into criminal activity, including extremism and radicalisation
- Failure to follow Safeguarding procedures (particularly under 18s)
- Failure to comply with safety regulations (i.e. tampering with smoke alarms or extinguishers, failing to vacate premises on fire alarm sounding)

This list is not exhaustive or exclusive.

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4.3 Following the decision to evict the resident, a Notice to Quit will be served detailing the breach of contract and requesting him or her to vacate his or her room in most cases, giving up to 4 weeks' notice. However, in the case of risk of harm to the student or others, Notice to Quit within 24 hours may be given. The Notice to Quit will include an outline of the appeal procedure.



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5. Powers to Search

The College has the right to search its own buildings where there is suspicion of illegal substances being present, but there is no power to search the unoccupied accommodation of student without a warrant.

This right extends to lockers in temporary use by students or visitors.

A staff member in the presence of another member of staff as witness can under certain circumstances, as instructed by the Principal, Deputy Principal Learning & Performance or Assistant Principal Student Experience & Progression, search student accommodation or lockers in the presence of the occupant if there is a concern that illegal substances are held within the room.

If an individual is suspected of possessing illegal substances, staff may ask the student / visitor to voluntarily produce the substances and surrender them. This must be done in the presence of a staff witness.

There is no power for the College to body search an individual if he/she refuses to comply, but consideration should be given to reporting the matter to the police.

There is no power for anyone other than a police officer to detain any person against their will for the purposes of a search.

6. Periods of Notice

6.1 Termination on 24 Hours' Notice

In extreme cases, as in the case of serious or persistent breach, a resident contract may be terminated within 24 hours. In such instances the Principal, Deputy Principal Learning & Performance or Assistant Principal Student Experience & Progression may, acting reasonably, determine that immediate termination is appropriate. These circumstances may be related to criminal activities or any situations that endanger the safety of others. Examples may include possession and/or dealing of drugs, violence or threats of violence, arson, serious breach of health and safety matters.

5.2 Termination on 28 Days' Notice

28 days' notice is considered the usual notice period to terminate a Residential Contract. A notice of 28 days may be served on residents where there is a reasonably held belief that the student may correct the breach, but where previous requests to comply with the Contract have been ineffective. If the resident rectifies the breach, the College may choose to withdraw notice or alternatively if the resident shows no signs of complying, the College may proceed to obtain possession.



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Examples of breach of contract that may warrant a 28 day notice period are:

- Failure to pay accommodation fees following due warning and correspondence from the College.
- The Residential Contract has come to an end but the resident has refused to move out
- Persistent breach, for example smoking in the bedroom or common rooms

7. Disposal of Possessions

All personal possessions should be removed when vacating a room at the end of the residential Contract. The College will make reasonable effort to trace the owner of any personal possessions left behind and to establish whether he/she wants the possessions. However, where such efforts are unsuccessful, the goods will be disposed of at the discretion of the College, which may include items being donated to charity.

8. Communication

Applicants and residents will be informed of this Residential Misconduct and Eviction Policy via:

- Moodle
- Residential Induction

Staff will be informed about this Residential Misconduct and Eviction Policy via:

- Moodle
- Training Sessions
- Information hand-outs

Parents/carers will be informed of this policy via the College website.

9. Monitoring and Review

This policy will be under constant review and modification where necessary by the Senior Residential Warden, the Assistant Principal Student Experience & Progression and / or the Deputy Principal Learning & Performance.



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