



AUM Housing Cancellation and Early Termination Policy

1. Purpose and Legal Framework

This policy regulates the cancellation and early termination of housing agreements entered between the American University of Malta (AUM) and students living in AUM-managed accommodation.

It is drafted to ensure full compliance with:

- The Private Residential Leases Act (Chapter 604 of the Laws of Malta).
- Regulations, guidelines, and directives issued by the Malta Housing Authority (MHA).
- Applicable consumer protection, data protection, and tenancy-related legislation.
- Regulatory expectations applicable to licensed Further and Higher Education Institutions under the Malta Further and Higher Education Authority (MFHEA).

This policy is to be read in conjunction with the individual Housing Agreement signed by the student. Where any conflict arises, mandatory provisions of Maltese law shall prevail.

2. Scope of Application

This policy applies to:

- All students enrolled at AUM who enter into a housing agreement for university-managed accommodation.
- All private residential lease agreements executed under this scheme, whether short-term or long-term, as defined under Chapter 604.
- Both student-initiated cancellations and terminations started by AUM per Maltese law.

3. Nature of the Housing Agreement

3.1 The Housing Agreement constitutes a legally binding private shared residential lease under Maltese law.

3.2 By signing the Housing Agreement, the student acknowledges and accepts responsibility for the accommodation for the full contractual term, subject only to the termination rights expressly provided by law and this policy.

3.3 No early termination shall be effective unless executed following the procedures and notice requirements set out in Chapter 604 and this policy.

4. Eligibility and Ongoing Conditions for Residence

4.1 Students must:

- Maintain valid enrolment as full-time students in an MQF Level 6, 7, or 8 programme at AUM.
- Remain in good academic and disciplinary standing per AUM regulations.
- Pay all housing fees when due on time as per rental agreements.

4.2 AUM reserves the right, subject to due process and applicable notice requirements, to end the Housing Agreement where the student:

- Is academically dismissed, suspended, withdrawn or takes an unapproved leave of absence.
- Is no longer eligible to remain enrolled under MFHEA-recognised programmes.
- Is found to be in serious breach of university or residence regulations.
- Has not paid housing and or any associated fees for same.

5. Permissible Grounds for Early Termination by the Student

Early termination by the student may only be considered in the following circumstances, subject to verification and approval:

- Academic dismissal, official withdrawal, or approved leave of absence from AUM.
- Loss of status as a full-time enrolled student in an MQF Level 6, 7, or 8 programme.
- Participation in an AUM-approved study abroad or exchange programme requiring relocation.
- Mandatory military service or official national call-up.
- Serious illness or long-term hospitalisation of the student, supported by medical certification.
- Death of an immediate family member or legal guardian.

- Exceptional and unforeseeable circumstances, assessed on a case-by-case basis and approved by the Director of Student Affairs in consultation with the University's senior governance structures.

Approval under this section does not exempt the student from statutory notice periods or financial obligations imposed by Maltese law.

6. Termination Initiated by AUM

6.1 AUM may start termination of the Housing Agreement per Chapter 604 where the student:

- Engages in gross misconduct, harassment, criminal behaviour, or serious anti-social conduct.
- Materially breaches the Housing Agreement or residence regulations.
- Does not follow health, safety, or inspection requirements.
- Does not pay rent or charges per the lease terms.

6.2 Any termination by AUM shall be conducted with due notice, proportionality, and procedural fairness, as required by law.

7. Notice and Cancellation Procedure

7.1 All requests for early termination must:

- Be given in writing.
- Be accompanied by relevant supporting documentation.
- Respect the mandatory notice periods prescribed under Chapter 604.

7.2 Where required by law, notice shall be served by registered letter or other legally recognised means.

7.3 Submission of a request does not in itself constitute approval or release from contractual obligations.

8. Financial Obligations and Refunds

8.1 Students are still financially liable for rent and charges until the effective termination date of the lease, as decided per law.

8.2 Any security deposit shall be managed strictly following Chapter 604, including:

- Retention in line with lawful deductions.
- Refund within statutory time limits following lease termination and inspection.

8.3 No refunds shall be issued were termination results from misconduct or unlawful behaviour, except where required by law.

9. Inspections, Access, and Compliance

9.1 AUM will conduct fortnightly inspections in compliance with Maltese law, providing reasonable prior notice (48hrs) except in emergencies.

9.2 Emergency access may be exercised without prior notice where necessary to protect life, property, or safety.

9.3 Unjustified refusal of lawful access may form a breach of the Housing Agreement.

10. Data Protection and Confidentiality

All personal data processed under this policy shall be managed per the General Data Protection Regulation (EU) 2016/679 and applicable Maltese data protection legislation.

11. Governing Law and Jurisdiction

This policy and all housing agreements governed by it shall be subject to the laws of Malta. Maltese courts and tribunals shall have exclusive authority.

12. Review and Amendments

This policy is subject to periodic review to ensure continued compliance with Maltese legislation, MHA requirements, and MFHEA regulatory standards.

Student Acknowledgement

I confirm that I have read, understood, and agree to be bound by this policy and all other housing related policies, procedures and systems at AUM.

Resident Signature: _____

Print Name: _____

Date: _____

End. Last reviewed by the Director of Student Affairs January 2026