88026 - The administration want to move him to other accommodation

the question

I am a student living in university accommodation. This accommodation has two separate sections, each in a different neighbourhood. The rent in the first one is 1800 per year and the rent in the other one is 1500 per year. Payment is made at beginning of the year, for which a receipt is issued. After the first semester, it was decided to move some students from the first accommodation to the second and vice versa, with the aim of achieving a balance between the two. For your information, the students signed on the registration form an agreement that they would adhere to the regulations that have to do with accommodation.
My question is: it is permissible to refuse to move, and is paying rent in advance regarded as a contract which stipulates that one should not leave or move from the accommodation?.

Detailed answer

Praise be to Allah.

Firstly:

If the accommodation system states that the administration has the right to move students from one accommodation to the other, and the second accommodation is known by having seen it or heard descriptions, and you signed the registration form, then you have to move, in accordance with the condition that you have agreed to, which is a valid condition, because it does not go against the aims of the contract.

The Prophet (peace and blessings of Allaah be upon him) said: “The Muslims are bound by their conditions.” Narrated by al-Tirmidhi (1352) and classed as saheeh by al-Albaani in Saheeh al-Tirmidhi.

In this case, you have the right to take back the difference between the two rents.

But if you did not agree to that, then they have no right to move students to another accommodation, except by mutual agreement, because rental agreements are a kind of binding contract in which neither party has the right to annul it or change it without the consent of the other party.

And Allaah knows best.