

## IMPORTANT NOTICE

This guarantor agreement creates a binding legal contract and assumes you have read and understood this and the tenancy agreement to which it applies. If you do not fully understand the nature of the agreement, then it is recommended that you take independent legal advice before signing.

# GUARANTOR AGREEMENT

## for residential lettings

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### General Notes

**This is a contract by which the Landlord agrees to grant a tenancy in consideration of the Guarantor's agreement to act as surety for that tenancy agreement.**

- This agreement is for use with the letting of residential property and their associated tenancies. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
- It is essential that a copy of the proposed tenancy agreement is sent with the Guarantor Agreement and that the Guarantor is given adequate opportunity to read both documents before signing. **The Guarantor should read and understand the obligations of the tenancy and guarantee before signing.**
- If the guarantor is not able to be present, in person, to sign the guarantee it is recommended that the guarantee is signed at least seven days before the tenancy is due to start.
- The law allows a tenant to stay on at a property beyond the agreed tenancy term. Under this agreement, the Guarantor may continue to be liable for any default under the tenancy after the landlord has given notice and until the tenant has vacated.
- For joint tenancies, unless otherwise agreed, the Guarantor will be jointly and severally liable for the default of any of the joint tenants under the tenancy agreement.

**THIS DEED OF GUARANTEE is made BETWEEN the Guarantor and the Landlord.**

**GUARANTOR:** [Tenancy.tenant1\_guarantor\_name]

**ADDRESS:** [Signable.textbox\_signer1]

**PHONE NUMBER:** [Tenancy.tenant1\_guarantor\_mobile]

**EMAIL:** [Tenancy.tenant1\_guarantor\_email]

**RELATED TENANT:** [Tenancy.tenant1]

**RELATIONSHIP TO TENANT:** [Signable.textbox\_signer1]

**LANDLORD(s):** [Tenancy.owner]

**LANDLORD ADDRESS:** c/o: Bristol Property Partnership, 34a Chandos Road, Bristol, BS6 6PF

**PROPERTY THE TENANCY RELATES TO:** [Tenancy.unit]

**PROPOSED TENANCY COMMENCEMENT DATE:** [Tenancy.tenancy\_start]

**THIS DEED OF GUARANTEE RELATES ONLY TO [Tenancy.tenant1] AND THE GUARANTORS LIABILITY UNDER THIS AGREEMENT IS LIMITED TO RENT OR CHARGES (IE DAMAGES, LEGAL COSTS) DUE ONLY FROM [Tenancy.tenant1].**

**It is hereby agreed:**

1. The Landlord agrees to let the property to the Tenant(s). In consideration of this, the Guarantor agrees to act for the Tenant(s) should they fail, for any reason, to meet the financial commitments arising from the Tenancy Agreement entered into in respect of the Property.
2. This Guarantor Agreement refers to the current tenancy being undertaken and shall extend to any extension, renewal and amendment of that tenancy including tenant changes providing the Guarantor is notified of any such changes and has agreed to them in writing.
3. All references to the Landlord herein shall be deemed to include the Landlord's Agent or any person authorised to act on the Landlord's behalf.
4. The Guarantor undertakes to pay to the Landlord from the date of this agreement and from time to time the Rent or other monies due within 10 days of receipt of a written demand from the Landlord or his Agent addressed to the Guarantor if the Tenant(s) following demand has not paid the amount being demanded when it was due under the terms of the Tenancy Agreement.
5. The Guarantor shall pay and make good to the Landlord on demand all reasonable losses and expenses of the Landlord incurred as a result of default by the Tenant(s) in the performance or

observance of the Tenant's covenants under the Tenancy Agreement. Any failure of the Landlord in demanding or collecting the Rent or other monies when it falls due, and any time to pay which may be given to the Tenant(s) by the Landlord shall not release the Guarantor or in any way affect the liability of the Guarantor under this agreement. Should the Guarantor die during the currency of this agreement, the Guarantor's estate will be liable as surety and co-principal debtor.

6. Where the Rent, or any portion of it, is paid by housing benefit or any other benefit scheme, the Guarantor agrees to pay the Landlord or Agent for the amount of any claims arising from overpayment, which may be made by the local authority in relation to the specified Tenant(s). Such overpayments may occur at any time, either during the tenancy or within six years thereafter.
7. If the tenancy is for a fixed term, then this guarantee applies for the whole of the term and is not revocable during that term.
8. If the tenancy is periodic or has become periodic by agreement or the operation of law, then this guarantee may be terminated by written notice by the Guarantor subject to the Tenant(s) vacating at the earliest legally permissible date required for possession and all sums due under the Tenancy Agreement settled. If the Tenant(s) fails to vacate on this earliest date, or fails to pay any monies due under the Tenancy Agreement then the guarantee shall continue until the Tenant(s) vacates and all outstanding amounts due have been paid.
9. It is agreed that there shall be no right to cancel this Agreement once the tenancy has begun and that Consumer Protection (Distance Selling) Regulations 2000 shall not apply in this case.

**SIGNED BY THE GUARANTOR:**

Signature: [Signable.signaturefield\_signer1]

Date: [Signable.date\_signer1]

Name: [Tenancy.tenant1\_guarantor\_name]

**SIGNED BY INDEPENDENT WITNESS:**

Name: [Signable.textbox\_signer1]

Address: [Signable.textbox\_signer1]

Signature: [Signable.signaturefield\_signer1]

Date: [Signable.date\_signer1]

**SIGNED BY LANDLORD / AGENT ON BEHALF OF LANDLORD:**

Signature: [Signable.signaturefield\_signer2]

Date: [Signable.date\_signer2]

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