

### **IMPORTANT NOTICE TO INTENDED GUARANTORS**

By signing this document you agree to ensure that the Guaranteed Tenant does everything they have promised to do under their Tenancy agreement, including paying the rent and other obligations. This means that if the Guaranteed Tenant fails to pay rent on time or causes damage to the property you will have to pay instead. You should consider taking legal advice before signing this document.

# DEED OF GUARANTEE

#### **General Notes**

- **The Landlord agrees to grant a tenancy to the Guaranteed Tenant(s) 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 signed unless you understand your obligations and are in a position to honour your obligations as a Guarantor.
- It is essential that you read this document fully and a copy of the proposed Tenancy Agreement that has been sent with this Guarantor Agreement before signing.
- Under this agreement, the Guarantor will continue to be liable for any default under the tenancy agreement after the landlord or tenant(s) has given notice and until the tenant(s) has vacated and all obligations and money owed under the agreement fully satisfied.
- 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.
- **Selecting an appropriate witness:** This document is a deed and your signature must be witnessed. This witness should be an independent party, unrelated to the Guarantor or the Landlord. The witness must be present and observe the person whose signature they are witnessing signing the agreement.

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

**Dated (the date signed by the Guarantor):** [Signable.date\_signer1]

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

**GUARANTOR ADDRESS:** [Tenancy.tenant1\_guarantor\_address]

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

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

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

**LANDLORD ADDRESS:** c/o: Bristol Property Partnership, 10 Lockleaze Road, Bristol, BS7 9RR

**GUARANTEED TENANT(s):** [Tenancy.tenant1]

**GUARANTOR'S RELATIONSHIP TO GUARANTEED TENANT (i.e. father, sister, friend):**

[Signable.textbox\_signer1]

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

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

**THIS DEED OF GUARANTEE RELATES TO THOSE NAMED TENANTS IN THE TENANCY AGREEMENT SENT WITH THIS GUARANTEE AGREEMENT.**

### Definitions

**Agreement** means this agreement between the landlord and the Guarantor.

**Guarantor** means the person or persons agreeing to guarantee and indemnify the landlord under this agreement. Where there is more than one Guarantor under this agreement all Guarantors are jointly and severally liable.

**Landlord** means anyone entitled to possession of the property, whether jointly or individually, when the Tenancy agreement ends, as well as any successors in title or assignees. Written demands from the landlord may also be made by the landlord's agent or anyone acting on the landlord's behalf.

**Property** means the rental property which the Tenancy is granted for.

**Guaranteed Tenant** means the person or persons guaranteed under this agreement by the Guarantor. Each of these named people are jointly and severally liable for the performance of their obligations under the Tenancy, along with anyone else named as a Tenant under the Tenancy.

**Tenancy** means the contract between the Landlord and the Guaranteed Tenant(s) for the occupation by the Guaranteed Tenant(s) of the rental property. This includes any variations, addendums, renewals or extensions of the original Tenancy agreement after this agreement is entered into including tenant changes providing the Guarantor is notified of any such changes and has agreed to them in writing.

### Terms

**Guarantee and indemnity**

1. As security for the Guaranteed Tenant's performance of their obligations under the Tenancy, the Guarantor, jointly and severally, agrees to guarantee and indemnify the landlord against the Guaranteed Tenant's performance of all their obligations under the Tenancy. This includes guaranteeing and indemnifying:
  - the payment of all rent due under the Tenancy including rent increases
  - any damage caused during the Tenancy by the Guaranteed Tenant, anyone they allow to visit the property, or any of the other tenants in the property;
  - Any costs, expenses, damages, fees, or losses incurred by the Landlord as a result of any default by the Guaranteed Tenant including but not limited to all legal fees and costs of possession proceedings on an indemnity basis, to the extent that the Guaranteed Tenant is liable under the terms of the Tenancy but also always only insofar as is in accordance with the terms of this guarantee.
2. The Guarantor agrees to pay to the Landlord's nominated bank account within 10 working days on written demand all sums due and owing under the terms of this deed of guarantee and indemnity.

#### **Rent liability**

3. The Guarantor's liability for the rent due under the Tenancy, including any rent payable after a rent increase, is limited to the full rental amount for each rental period that falls due during this Agreement.
4. Where the Rent, or any portion of it, is paid by housing benefit or any other benefit scheme, agrees to guarantee and indemnify the landlord against any claims arising from overpayment, which may be made by the local authority in relation to the Guaranteed Tenant(s). Such overpayments may occur at any time, either during the tenancy or within six years thereafter.

#### **Other liabilities**

5. This guarantee and indemnity is against the Guaranteed Tenant's performance of their obligations under the Tenancy to the full extent of their liability. This includes any obligations that the Guaranteed Tenant is jointly and severally liable for with other occupants of the property.
6. The landlord will be entitled to recover on an indemnity basis all legal costs which the Landlord may incur in recovering any payment due from the Guarantor under this deed of guarantee and indemnity.
7. This guarantee and indemnity includes liability for all damages, costs, and charges for use and occupation during any period of holding over by the Guaranteed Tenant following determination of the Tenancy by whatever means.

#### **Duration of the guarantee**

8. The Guarantor's obligations under this agreement will start on the commencement date of the Tenancy and continue through any variations, addendums, continuations or renewals of the Tenancy which the Guaranteed Tenant continues to be a party to.

9. This Guarantee may not be revoked by the Guarantor, and their obligations will end at the point the Tenancy is formally brought to an end and the Guaranteed Tenant has vacated the Property and discharged all outstanding obligations.
10. The end of the Tenancy will not release the Guarantor from any liabilities that accrued prior to the termination of the Tenancy. This includes any breaches of the tenancy that the Landlord only becomes aware of after the termination of the Tenancy.

#### **Revocation or discharge of the Guarantee**

11. This guarantee and indemnity cannot be revoked or discharged by the death, insolvency or bankruptcy of the Guarantor. If the Guarantor dies, then their estate will be liable as surety and co-principal debtor.
12. This guarantee and indemnity cannot be revoked or discharged by the insolvency or bankruptcy of the Guaranteed Tenant.
13. The death of the Guaranteed Tenant will not revoke or discharge the Guarantor from any obligations under this Agreement, subject to Clause 13-16 of this agreement.

#### **Death of tenant(s) under an Assured Periodic Tenancy**

14. Where the Tenancy is an Assured Periodic Tenancy entered into on or after 1st May 2026, then Section 16N of the Housing Act 1988 applies to this Agreement. The Guarantor's obligation to Guarantee further rent payments will cease from the point that one of the following applies:
  - Where the Guaranteed Tenant is the only tenant named on the Tenancy, on the date that they die;
  - Where the Guaranteed Tenant is not a family member of the Guarantor, and more than one tenant is named on the Tenancy, on the date the last named tenant on the Tenancy dies;
  - Where the Guaranteed Tenant is a family member of the Guarantor, on the date the Guaranteed Tenant dies;
  - Where more than one Guaranteed Tenant is a family member of the Guarantor, when the last Guaranteed Tenant who is a family member of the Guarantor dies.
15. Nothing in clause 14 prevents the Landlord from demanding payment of rent that was outstanding prior to the death of the relevant tenant(s) or payment for other outstanding liabilities.
16. Any rent due for the rental period in which the relevant death occurred will be apportioned according to Section 16N of the Housing Act 1988 so that no rent is due for that portion of the rental period covering the days after the death of the relevant tenant(s).
17. For the purposes of clause 14 a family member of the Guarantor is defined as someone who meets the following criteria upon entering into this Agreement or after the Agreement is entered into:
  - The spouse, civil partner or cohabitee of the Guarantor;
  - The child, grandchild, parent, grandparent, siblings (including half-blood or step siblings), niece, nephew, aunt, uncle, or cousin of the Guarantor, their spouse, civil partner or cohabitee, or the spouse, civil partner or cohabitee of any such person.

### **Reduction, discharge or limitation of liability**

18. The liability of the Guarantor will not be reduced, discharged or limited or adversely affected if;
- a term of the Tenancy is varied or amended, including the amount of rent payable for each rental period
  - the Tenancy agreement is renewed but the Guaranteed Tenant remains a party to the renewed Tenancy.
  - the Landlord does not take or delays any action to enforce compliance with the Tenancy or Agreement.
  - the Landlord gives the Guaranteed Tenant or the Guarantor any time to pay or opportunity to make good any non-compliance with the terms of the Tenancy or the Agreement.
19. If any provision or term of this deed shall be held or made invalid, unenforceable, unlawful or of no effect, by any statute, regulation, court ruling or rule, the remainder of this deed of guarantee and indemnity shall not be affected thereby and shall continue to have full force and effect.
20. This Agreement will continue in force, even if one or more terms of the Tenancy are held to be invalid or unenforceable.

### **Written demands and notices**

21. Any demand made under this Deed shall be made in writing and delivered to the Guarantor at the address or email address provided on this agreement, or such other address or email as the Guarantor may notify to the Landlord in writing.
22. Any notifications sent to the Landlord shall be made in writing to the address provided on this Agreement.
23. All notices or demands served by or on behalf of the Landlord shall be treated as received:
- in the case of first-class post, two working days after posting;
  - in the case of email, sent before 5.30pm on a working day, at the time of leaving the sender's outbox, otherwise on the next working day;
  - if the notice is personally delivered to the Guarantor at any other time 5.30pm on a working day, on the same day, otherwise on the next working day.

### **Acknowledgements**

24. By signing this document the Guarantor acknowledges that:
- They have read and understood the Tenancy Agreement and are aware of the obligations it imposes on the Tenant(s).
  - They have been advised to seek independent legal advice before signing this Deed and have either done so or have chosen to waive that right.
  - They are entering into this Deed freely and without duress or undue influence from any party.

**EXECUTED AS A DEED BY THE GUARANTOR:**

**Signature:** [Signable.signaturefield\_signer1]

**Date:** [Signable.date\_signer1]

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

**IN THE PRESENCE OF AN INDEPENDENT WITNESS:**

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

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

**Signature:** [Signable.signaturefield\_signer1]

**Date:** [Signable.date\_signer1]

**SIGNED BY BRISTOL PROPERTY PARTNERSHIP ON BEHALF OF THE LANDLORD:**

**Signature:** [Signable.signaturefield\_signer2]

**Date:** [Signable.date\_signer2]