

### IMPORTANT NOTICE

This Guarantor Agreement creates a binding legal contract. 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 Notice

**This is a contract by which the Landlord agrees to accept the Guarantor's agreement to act as surety for the tenant's obligations under the tenancy.**

- This agreement is for use with the letting of residential tenancies. As such, this is a legal document and you should seek legal advice, knowledge of the law of landlord and tenant and the guidance notes that accompany this agreement.
  - It is essential that a copy of the proposed tenancy agreement, this Guarantor Agreement and that the Guarantor sign both documents before signing.
  - If the Guarantor is not able to be present, it is recommended that the guarantee is signed at the start of the tenancy as it may be covered by Cancellation of Tenancy or Place of Work etc Regs. 2008 and a notice of assignment agreement and should be removed if not required.
  - This agreement has been drawn up after consultation with the Department of Communities and Local Government's Guidance on Unfair terms in Tenancy Agreements.
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THIS AGREEMENT is made BETWEEN the Guarant

**Guarantor:** .....

**Address:** .....

**Landlord(s):** .....

**Address:** .....

**Tenant(s):** .....

**Property** The dwellinghouse known as .....

**Proposed Tenancy Commencement Date:** .....

1. The Landlord agrees to let the Property to the Tenant and the Guarantor agrees to act for the Tenant(s) should he/they fail to meet their commitments arising from the Tenancy Agreement entered into between the Landlord and the Tenant(s).
2. This Guarantor Agreement refers to the current tenancy or the renewal of that tenancy. All references to the Landlord shall include the Landlord's Agent or any person authorised to act on the Landlord's behalf.
3. The Guarantor undertakes to pay to the Landlord or his Agent the Rent within 10 days of receipt of a written demand for the Rent addressed to the Guarantor if the Tenant fails to pay the Rent demanded when it was due under the Tenancy Agreement.
4. The Guarantor shall pay and make good to the Landlord or his Agent the expenses of the Landlord incurred as a result of default by the Tenant in observance of the Tenant's covenants under the Tenancy Agreement in demanding or collecting the Rent when it falls due, and the Guarantor shall not release the Guarantor from liability for the Rent the Tenant by the Landlord shall not release the Guarantor from liability under this agreement. Should the Guarantor fail to pay the Rent, the Guarantor's estate will be liable as surety and co-surety for the Rent.
5. Where the Rent, or any portion of it, is paid by the Guarantor, the Guarantor agrees to pay the Landlord or Agent for any overpayment, which may be made by the local authority or other authority. Such overpayments may occur at any time, either during or after the term of the tenancy.
6. If the tenancy is for a fixed term, then this guarantee shall be irrevocable during that term.
7. If the tenancy is periodic or has become periodic, then this guarantee may be terminated by written notice from the Landlord or Agent requiring the Tenant to vacate at the earliest legally permissible date required. If the Tenant vacates on this earliest date then the guarantee shall cease to have effect.

**SIGNED by Guarantor**

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DATE .....

**SIGNED by the Landlord / Agent :-**

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**ABC Lettings** (agent for Landlord)  
194 High Street, ANYTOWN, Wessex. WE0 7A

# Notice of the Right to Cancel

**The consumer has a right to cancel the contract exercised by delivering, or sending (including by electronic mail) to the person mentioned in the next paragraph at any time within 14 days of the day of receipt of a notice in writing of the right to cancel.**  
[Cancellation of Contracts Made in a Consumer's Home or Place of Business, Including Temporary Places of Business]

Agent's name.....

Any relevant reference no.....

The address, (including any electronic mail address as well as the address of a person to whom a cancellation notice may be given), of the person to whom notice is given.....

Notice of cancellation is deemed to be served as soon as the notice is received in the case of an electronic communication from the day it is received.

The form below may be used if you wish to cancel this contract.

## **Cancellation Notice to be Included in the Contract**

If you wish to cancel the contract you **MUST DO SO** within 14 days of the day of receipt of a notice in writing of the right to cancel. You must send (which may be by electronic mail) this to the person mentioned in the next paragraph to whom you want to but you do not have to.

Complete, detach and return this form **ONLY IF YOU** wish to cancel this contract.

----- cut here -----

## **CANCELLATION**

To: \_\_\_\_\_ [Agent's name to whom notice may be given.]

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) my/our (delete as appropriate) contract .. . . . or other details to enable the contract to be identified. I/we (delete as appropriate) the consumer.]

Signed

Name and Address

Date