

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

General Notes

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. Practitioners are advised to read the guidance notes that accompany this agreement.

- 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.
 - A sample tenancy agreement is always available, either on request or as a download from www.justlets.co.uk. The information missing on such an agreement is the specific names of the parties, address of the property, start date, term, deposit and rent. If you need to know these pieces of information before you enter into this agreement please contact Just Lets.
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THIS AGREEMENT is made BETWEEN the Guarantor and the Landlord.

Guarantor:

Address:

Landlord:

Address: C/O Just Lets, 87 Church Road, Hove, East Sussex BN3 2BB

Guaranteed Person:

Property: The dwellinghouse known as

Tenant(s): specified in the eventual Assured Shorthold Tenancy Agreement, but including the Guaranteed Person

Proposed Tenancy Commencement Date:

1. It is proposed that the Guaranteed Person will become a Tenant at the Property, subject to the Landlord agreeing to let the Property to the Tenant(s). In consideration of this, the Guarantor agrees to act for the Tenant(s) should he/they fail, for any reason, to meet the financial commitments arising from a tenancy agreement entered into in respect of the Property.
2. The Tenant(s) will constitute the Guaranteed Person and any other person under "Tenant(s)" on the eventual Assured Shorthold Tenancy agreement, relating to the Property and due to commence on the Proposed Tenancy Commencement Date.
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 from time to time the Rent within 10 days of receipt of a written demand from the Landlord or his Agent addressed to the Guarantor if the Tenant following demand has not paid the amount being demanded when it was due under 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 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 when it falls due, and any time to pay which may be given to the Tenant 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 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. This agreement remains in force until :
 - (a) the Tenant(s), licencees and/or permitted occupants have vacated the Property OR
 - (b) all contracts relating to the Tenant(s) and the Property have expired,whichever is the longer.

8. It is agreed that there shall be no right to cancel this Agreement once the tenancy has begun and the Consumer Protection (Distance Selling) Regulations 2000 shall not apply in this case.
9. A copy of the Assured Shorthold Tenancy agreement, relating to the Property and due to commence on the Proposed Tenancy Commencement Date, has been offered to me.
10. The Tenant(s) shall be jointly and severally liable for the obligations contained within the tenancy agreement (i.e. where there is more than one tenant, all agreements and obligations can be enforced against all of the tenants jointly and against each individually). For the avoidance of doubt, the Guarantor's liability is NOT restricted to the Guaranteed Person, but extends to all the Tenant(s).
11. The Proposed Tenancy Commencement Date is subject to amendment and any reasonable change to the start date will not nullify this Agreement.

SIGNED by GUARANTOR:

DATE: _____

SIGNED by WITNESS:

Name: _____

Address: _____

Witness Signature: _____

SIGNED by the Landlord / Agent :

Just Lets (agent for Landlord)
87 Church Road, Hove, East Sussex, BN3 2BB

DATE