

### **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 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.
- It is essential that tenants provide guarantor copy of their tenancy agreement for reference and the Guarantor is given adequate opportunity to read both documents 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 within 7 days after the tenancy agreement has been signed and post it to MasonKnight Properties by recorded delivery.

THIS AGREEMENT is made BETWEEN the Guarantor and the Landlord/ Managing Agent.

Guarantor's details

Title \_\_\_\_\_ First Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Last Name \_\_\_\_\_

Date of Birth (dd/mm/yyyy) \_\_\_\_\_

Telephone Number \_\_\_\_\_

Mobile Number \_\_\_\_\_

Email Address \_\_\_\_\_

Any recent Adverse Credit?                      Yes                      No                                           

If you have had any recent arrears or adverse credit within the last 10 years, please provide details on the 'Additional Information' section below

Additional Information

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

Town \_\_\_\_\_ County \_\_\_\_\_ Postcode \_\_\_\_\_

Identification\*

National Insurance Number \_\_\_\_\_

Identification Type (e.g. passport, driving license, etc) \_\_\_\_\_

Identification Number \_\_\_\_\_

\*As part of the credit check we need to verify the guarantors identity so require some identification

1. Either a copy of passport and proof of address
2. or a copy of the photo card driving licence

**Landlord(s)/ Managing Agent:** C/O MasonKnight Properties

**Landlord/ Managing Agent's Address:** 201B Tiverton Road, Selly Oak, Birmingham, B29 6DB

**Tenant(s):** \_\_\_\_\_

**Property:** The dwelling house known as: \_\_\_\_\_

**Proposed Tenancy Commencement Date:** \_\_\_\_\_

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 he/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 any extension or renewal of that tenancy. 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.
3. 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.
4. 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.

**Please Post the Completed Form to MasonKnight Properties 201B Tiverton Road, Selly Oak, Birmingham, B29 6DB by Recorded Delivery**

5. 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.
6. 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.
7. 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 vacating at the earliest legally permissible date required for possession. If the Tenant fails to vacate on this earliest date then the guarantee shall continue until the Tenant vacates.
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.

**SIGNED by GUARANTOR:**

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**DATE:**

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**SIGNED by WITNESS: (Witness needs to be someone over 18 and not related to the guarantor)**

Name:

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Address:

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Witness Signature:

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**DATE:**

**Please attach a copy of your photo ID to this page and proof of income to this page**

As part of the credit check we need to verify the guarantors identity and income so require information as follows

1. Identification: Either a copy of passport and proof of address or a copy of the photo card driving licence
2. Last 3 Months' pay slips or proof of funds (Monthly income needs to be at least 3 times of the tenant's monthly rent)

A large, empty rectangular box with a thin black border, intended for the attachment of identification and proof of income documents as specified in the instructions above.