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**Guarantors Application for Tenancy**  
***Strictly Subject to Contract***

**PLEASE NOTE:-** This application form includes an Agreement of Guarantee. This is a legal document, which should be read with care. If you do not understand it, seek legal advice before signing. This document must be completed in your own handwriting.

This form must be completed, signed & returned, before any application for tenancy can be considered. Applicants are reminded that in addition to the reference information requested herein they must also provide proof of identification either driving licence or passport.

All guarantors are advised that, if acceptable, you, as the 'guarantor', will be responsible for paying the tenants rent in full or part thereof should the tenant fail to pay the amount agreed in the tenancy agreement for the period of time set out in said agreement or period of time that the property is occupied by the tenant, whichever is the greater.

You will also be responsible for the costs of any damage done to the property whilst tenants and any matter where the tenant is in breach of their agreement and a financial penalty were incurred.

**Important - Housing Benefit Tenants:**

If you are applying to stand as a guarantor for a tenant who believes them to be entitled to Housing Benefit, you are advised that the submission of a Housing Benefit claim is not proof that the tenant will receive help paying their rent. Should their claim be successful and Housing Benefit agrees to pay the claim, it is possible that the allowance awarded will not cover the full agreed rent, and the tenant will be liable for any shortfall.

Should they fail to pay the shortfall, you, as guarantor, will become responsible. At anytime during the claim, Housing Benefit can stop payment. They can, should sufficient grounds exist, request that all applicable funds paid-to-date be refunded. Where the tenant is unable to meet this request, you, as guarantor, will once again become liable.

Please ensure the application form is completed fully to the best of your ability prior to returning it.

**TENANCY DETAILS**

Property Address	
Prospective Tenants Name	
Guarantors Name	
Rental to Guarantee	£
Tenancy Start Date	

## GUARANTORS APPLICATION FORM

Title	Mr / Mrs / Miss / Ms / Other		
Forenames		Surname	
Date of Birth		Marital Status	
Current Add		Previous Add	
Postcode		Postcode	
Yrs at Add		Yrs at Add	
Home Tel		Work Tel	
Mobile		Fax Number	
Email Address			

Nat. Ins Number		Tax Code	
CCJ – Yes or No If Yes please give details			

### BANK DETAILS

Bank Name		Account Number	
Telephone		Account Name	
Fax Number		Sort Code	
Address			

### REFERENCES

Current Employer		Previous Employer	
Title	Mr / Mrs / Miss / Ms / Other	Title	Mr / Mrs / Miss / Ms / Other
Full Name		Full Name	
Address		Address	
Postcode		Postcode	
Telephone		Telephone	
Fax		Fax	
Email		Email	
Salary		Salary	
Employed / Self		Employed / Self	
Position		Position	
Start Date		Start & End Date	

**PERSONAL REFERENCES**  
**NOT TO INCLUDE ANY FRIENDS OR FAMILY**

Title	Mr / Mrs / Miss / Ms / Other	Title	Mr / Mrs / Miss / Ms / Other
Full Name		Full Name	
Address		Address	
Postcode		Postcode	
Telephone		Telephone	
Fax		Fax	
Email		Email	

Title	Mr / Mrs / Miss / Ms / Other	Title	Mr / Mrs / Miss / Ms / Other
Full Name		Full Name	
Address		Address	
Postcode		Postcode	
Telephone		Telephone	
Fax		Fax	
Email		Email	

**DECLARATION**

**ALL APPLICANTS ARE ADVISED TO READ THE FOLLOWING CAREFULLY BEFORE SIGNING**

I/we hereby confirm that the information provided by me/us is, to the best of my/our knowledge, true and I/we have no objections to the information being verified by whatever means deemed necessary. I/we understand that the results of the findings will be forwarded to an appointed credit reference agency, to the appointed agent and/or the Landlord and may be accessed again should I/we apply for a tenancy agreement in the future. I/we agree that Torbay Property Management, or their agent, may search the files of a credit reference agency, which will keep a record of that search. I/we understand that no details of the search will be given to me/us by the letting agent and/or the Landlord, but that I/we may request the name and address of the credit reference agency to whom I/we may apply for a copy of any information provided. I/we also confirm that, in the event of my/our defaulting on the rental agreement, any such default may be recorded with the credit reference agency and may effect any future application for credit I/we make. I/we hereby authorize the above named bank or building society to respond to status enquiries made in respect of this application. I/we hereby acknowledge that the information, provided above, will be used to assess an application for tenancy. I/we understand that, should a tenancy be granted and the information provided is found to be false, that will be considered sufficient grounds for the Landlord or their agent to terminate the tenancy. I/we agree to the information provided being stored on computer. I/we confirm that we are in a position to proceed with the tenancy should this application prove successful. I/we confirm that the deposit required is available and understand that withdrawal from this application may be seen as a breach of contract.

<b>Signature:</b>	<b>Dated:</b>
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## **Guide for Guarantors**

Before agreeing to be a Guarantor, it is important to make you aware of the extent of your liabilities as a guarantor and what you are guaranteeing.

### **Guarantors will often be required in the following situations:-**

- tenants in receipt of Housing Benefit
- student / sharer tenancies
- where a tenant has any adverse credit problems
- where a tenant has come from overseas
- where a tenant is unable to pass the referencing criteria
- where a tenant is deemed unable to meet the monthly rental or a proportion of the rental

### **To be a Guarantor you must be able to fulfil the following criteria:-**

- be a UK resident
- must not have any adverse credit problems
- provide Proof of Residency
- provide Proof of Identity
- provide Proof of employment/affordability
- must sign the Agreement of Guarantee

### **Does a Guarantor guarantee the whole rent?**

Occupants named on the Tenancy Agreement are collectively one entity known as the “Tenant” and are jointly and severally liable for the rent and the costs of any damage caused by them during the tenancy.

Your responsibilities and liabilities as a guarantor are also deemed to be “joint and several”. This means that if there is more than one tenant included in the Tenancy Agreement, your liability will extend to guaranteeing any losses caused by any and all of the tenants named on the Tenancy Agreement.

### **What is a Guarantor’s maximum liability?**

By signing an Agreement of Guarantee the guarantor agrees to indemnify the landlord against all costs, losses and expenses arising through any breach of the Tenancy Agreement by the tenants named on the Tenancy Agreement, including rental payments.

### **How long does the Guarantee last?**

The guarantee lasts for the entire length of the tenancy including any and all extensions, continuations or renewals of the tenancy until the landlord regains vacant legal possession of his/her property.

### **Does the Guarantee cover any rental increase agreed at a later date?**

Yes - the guarantee will continue to apply to any rental increase agreed by the landlord and tenant during the tenancy.

### **When do we approach the Guarantor to recover any losses?**

Once every attempt to recover outstanding rent payments and or losses from the tenant have been unsuccessful. The guarantor will be responsible for settling any debts outstanding from any of the tenants named on the Tenancy Agreement.

***The Agreement of Guarantee creates a legally binding contract***

***If you do not fully understand the nature of the agreement then it is recommended that you take Independent legal advice before signing***

**Agreement of Guarantee**

Dated:.....

To..... (Landlord’s Name)  
*(Hereinafter called the “Landlord”, which expression includes the landlord’s successors in title and/or by assignment)*

I/We..... (Guarantors Name) *(Hereinafter called the “Guarantor “)*

Of..... (Guarantors Address)

Request you to enter into the proposed agreement (“The Agreement”) which is expressed to be between yourselves on the one part and..... (hereinafter called the “Tenant’), of the other part relating to the letting of ..... (Property Let Address)

At a rent of £..... per calendar month and, in consideration of your so doing. I/We hereby (jointly and severally) undertake and agree with you as follows:

- That the tenant shall promptly pay the agreed rent each month in the manner aforesaid and shall perform and observe all the agreements on the part of the Tenant contained herein.
- That I/we shall encourage the Tenant to closely observe and perform all of his/her obligations as described in the Tenancy Agreement, as aforesaid. This duty will in no way release or exonerate or in any way affect the liability of the Guarantor(s) under this indemnity.
- That, in the case of the Tenant defaulting in the payment of such rent, or in his/her failure to perform or observe the terms of the Tenancy Agreement, as aforesaid, I/we shall pay on demand and make good to the Landlord and agent all losses, damages, costs and expenses thereby arising or incurred providing that the Landlord has not neglected to, or refrained from, endeavouring to obtain payment of the rent reserved by the agreement, when the same becomes payable.
- That the provisions of this indemnity shall apply to any increased rent and/or any continuation, extension, renewal or re-grant of the tenancy created by the agreement whether by operation of the law or by agreement between the Landlord and the Tenant or otherwise, as if this indemnity were incorporated, in full, in such contained extended, renewed or re-granted tenancy (as the case may be) and shall perform and observe all the agreements on the part of the Tenant herein contained.

**Guarantor:** Signed: ..... (Signature of Guarantor)

**Witness:** Signed: ..... (Signature of Witness)

Name: .....

Address: .....

**Agent:** Signed: ..... (Signed by AGENT on behalf of the LANDLORD)