



# 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.

<b>GUARANTOR CONTACT:</b>	
HOME TELEPHONE:	
MOBILE TELEPHONE:	
EMAIL ADDRESS:	

**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.

THIS AGREEMENT is made BETWEEN the Guarantor and the Landlord.

**Guarantor:**

**Address:**

**Landlord(s):**

**Address:** C/o Brink Riley Properties Limited, 8 Freebournes Court, Witham, Essex, CM8 2BL

**Tenant(s):**

**Property:** The dwelling house known as

1. The Guarantor has agreed to act for the Tenant(s) should they fail, for any reason, to meet the financial commitments arising from the Tenancy Agreement entered into on 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 guarantees and 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 of the Guarantor when it was due under the Tenancy Agreement.
4. The Guarantor shall pay and make good to the Landlord on demand all losses, damages, costs and expenses of the Landlord arising from or incurred as a result of any default by the Tenant in the performance or observance of the Tenant's covenants under the Tenancy Agreement. Any neglect or forbearance of the Landlord in endeavouring to obtain payment of the Rent when it falls due and at any time which may be given to the Tenant by the Landlord shall not release or exonerate the Guarantor or in any way affect the liability of the Guarantor under this deed.
5. Where the Rent, or any portion of it, is paid by housing benefit or other benefit scheme, the Guarantor agrees to indemnify the Landlord or Agent against any claims arising from overpayment which may be made by the local authority in relation to the specified Tenant(s), and to pay such claims on demand. Such overpayments may occur at any time, either during the currency of the tenancy or within six years thereafter.

**SIGNED by Guarantor**

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DATE .....

**Witness:**

Name .....

Address .....

Witness Signature .....

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

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DATE .....