

# Guarantor Agreement

## GUARANTOR AGREEMENT

With reference to the Tenancy Agreement made between the (1) the Landlord and jointly and severally (2) The Tenant(s) on .....

This Agreement is made between the Landlord and the Guarantor on this date.....

### Particulars

Landlord Louise and Amir Eilon

Landlord's address for the purpose of Section 48 Landlord and Tenant Act 1987 1 Firs Avenue, London N10 3LY

The Agent CMC Properties, Boundary Lodge, Boundary Lane, Hulme, Manchester, M15 6NU

The Tenant(s) .....

The Guarantor (name and address).....

The Property The self-contained property known as ..... together with the furnishings, equipment, appliances, and effects (the furniture) therein which are described in the inventory agreed on the first day of the tenancy and signed by the Landlord and the Tenant.

The Building The building within which the Property resides.

The Terms The term commences on ..... and terminates on ..... inclusive.

The Rent £ ..... per calendar month except for the months July and August when the rent is £..... (half the rent for other months).

The rent is payable one month in advance on the 28<sup>th</sup> day of each month by standing order. The Due Date (that is the date by which the Landlord must receive the money into their bank account) is the 28th of the month.

The Tenant's share of the rent is the whole rent divided by the maximum permitted number of tenants sharing the property, the named Tenant's share of the rent is £..... per calendar month and for July and August the Tenant's share is £..... For a lesser number of Tenants sharing the property, the Tenant's share will be correspondingly higher.

The Deposit £..... payable (jointly between the tenants) on signing the Tenancy Agreement and held by the Landlord under the Deposit Protection (DPS) scheme.

# Guarantor Agreement

The Permitted Number The maximum permitted number of Tenants is ..... persons namely the Tenants listed on the Attachment to this Agreement.

(Address of Property) .....

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, any person authorised to act on the Landlord's behalf, and any successor.

The Landlord has agreed to let the Property to the Tenant. In consideration of this, the Guarantor agrees to act for the Tenant(s) should he/she/they fail, for any reason, to meet the financial commitments arising from the Tenancy Agreement in respect of the Building or the Property (the "Commitments").

The Guarantor agrees that in respect of the Commitments under the Agreement their liability shall be limited to the Tenant's contribution to the Commitments. This shall be calculated by dividing the Commitments equally between the Tenant and the other persons liable as tenants and then deducting from this all amounts (if any) actually received from the Tenant— otherwise the guarantee is unlimited as the Tenant is jointly and severally liable with the other tenant(s) to otherwise comply with the terms and provisions of the Agreement.

If the Tenant shall default in the payment of rent or any other monies payable under the Agreement the Guarantor will, upon written demand, pay any rent or other monies which shall be so in arrears.

If the Tenant should default in the performance and observance of any of the provisions or terms on the Tenant's part contained or implied in the Tenancy Agreement the Guarantor will pay, on written demand, all losses, damages, expenses and costs that the Landlord may be entitled to recover by reason of such default. The liability under this clause is unlimited.

The Guarantee shall not be revoked for so long as the Tenant remains a tenant of the Property nor shall it be revoked or discharged by the death or bankruptcy of the Guarantor or the Tenant (or any other person who is party to the Agreement).

The Guarantee shall continue in full force and effect

- (i) throughout the term of the Tenancy Agreement;
- (ii) despite any variation or alteration of the terms or provisions of the Agreement with or without the Guarantor's consent, agreed by the Tenant.
- (iii) in respect of any new or further agreement entered into between the Tenant and the Landlord under which a tenancy of the Property is granted to the Tenant irrespective of the amount of the rent or the monies payable. to any extension of the tenancy or to any statutory periodic tenancy which may arise under the Housing Act 1988 on the expiry of the tenancy granted by the Agreement or on the expiry of any new or further tenancy

# Guarantor Agreement

of the Property to which the Tenant is a party notwithstanding that the Agreement may be terminated by agreement Court Order by re-entry forfeiture notice or otherwise.

The Guarantor guarantees and undertakes to pay 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 if the Tenant, following demand, has not paid the amount being demanded of the Tenant when it was due under the Tenancy Agreement.

It is agreed that there shall be no 'cooling-off' period or right to cancel this agreement and that the provisions of the Consumer Protection (Distance Selling) Regulations 2000 shall not apply.

SIGNED BY THE LANDLORD (or his Agent) .....

SIGNED BY THE GUARANTOR .....

NAME:

ADDRESS:

DATE:

**LIST OF TENANTS**

# **Guarantor Agreement**

## **LIST OF GUARANTORS**