

Dear Guarantor,

Your son / daughter has recently signed a tenancy agreement with us; hopefully they will already have been in touch with you to explain the procedure.

Prior to the signing of the contract, we have already been through the process, fees and responsibilities relating to the signing of the tenancy agreement with your son / daughter. As well as signing this agreement, your son / daughter is required to pay a deposit (usually £200 per person for shared houses and the equivalent of one month's rent for 1 or 2 bed properties) as well as the administrative fees which are detailed to them at the time of signing.

This may be the first time that your son / daughter has signed up for rental accommodation and should you have any questions or concerns relating to the signing process or want some further information on the property which they will be moving into, please don't hesitate to contact our office.

If we have enclosed a payment schedule with this letter, it means that it has been indicated to us that the rental payments will be coming from your own account; hopefully this is something that you have already been made aware of! Rent can be paid monthly or quarterly or, if you prefer, can be paid up front in full through prior arrangement with our office. The payment amounts and dates should have already been filled in for you in the schedule requested by your son / daughter. Where rent paid is quarterly, the dates are likely to coincide roughly with the release of student loans. If, due to unforeseen circumstances, you wish to hold the rent at any time, then as long as we (or the landlord where applicable) are informed in writing or by e-mail three working days before payment is due, we can hold the payment for the tenant and hopefully avoid any bounced payment fees and bank charges. If a form has been included, we would be grateful if you could complete this and return it to us within 14 days.

We have enclosed a guarantor form which requires your signature and that of a witness. You are also required to provide us with a photocopy of supporting identification which includes your signature and address (e.g. driving licence or passport and recent utility bill). This form is solely to guarantee your own son / daughter. Each individual tenant will have their own guarantor for the rent who will be responsible for their son or daughter's share of the rent only.

#### *Example*

*A house is rented to four persons at £16,000 per year. For the purposes of the guarantee the rent per tenant is £4,000 per year. If the tenant you are guaranteeing (your son/daughter) only pays £2,000 towards the rent then under this Guarantee you would be liable for the remaining £2,000.*

In the case of damage or loss resulting from any other breach of the tenancy terms (e.g. damage to the property) you agree to guarantee this up to a maximum amount of £2,000 per guarantor. In this case as each tenant is jointly and individually liable you are guaranteeing this on a "property" basis irrespective of who caused the loss but your share is capped at a maximum of £2,000 for the duration of the tenancy.

We would ask that the guarantee form is completed and returned to us within 14 days.

Once again, should you have any questions at all, please get in touch. We hope your son / daughter will enjoy their time with us and should you have any concerns either before, during or after their tenancy, we are always available to help.

Yours faithfully,  
Aston Properties



Please could you fill in all relevant areas of this document and return it within fourteen days to our office at the address shown below. **Please could you also verify your signature and address by forwarding a copy of your driving licence, or any other form of identification showing your address AND signature. If you do not wish to send a copy of identification, then you must sign the document in person at our office.** Any forms returned late or incomplete may result in the tenancy being delayed or declined or the Tenants not being allowed to take up occupation of the Property. If you have any queries at all, please do not hesitate to contact us. All information will be treated in the strictest confidence. As with any legally binding document, if you are in doubt about signing it or do not understand it fully, you are advised to seek independent legal advice if you so wish prior to signing.

Your signature as the Guarantor must be witnessed.

This Guarantee relates to the latest version of the Aston Properties standard Assured Shorthold Tenancy agreement or their equivalent agreement if not an Assured Shorthold Tenancy. A copy of Aston Properties' agreement is available on request from them or from the website.

Landlord's details ("the Landlord")

Names: 'The Landlord', c/o Aston Properties

Address: 10 Ash Road, Headingley, Leeds, LS6 3JF.

Address of property being rented: 'The Property'

PLEASE COMPLETE (in capital letters)

Applicant's Name(s): \_\_\_\_\_ ("the Tenant")

Full Name of Guarantor:

Telephone No. of Guarantor:

Mobile:

E-mail Address of Guarantor:

Full Address of Guarantor:

Period at this address: \_\_\_\_\_ (years)

Property held as Owner/Private Tenant/Council Tenant (delete as appropriate)

If Guarantor's property has been held for less than three years, please provide previous address:

Period of time at this address: \_\_\_\_\_ (years)

Guarantor's Employment details:

Company name and address:

Position held:

Full/Part Time:

Salary:

Tel No:

Ext:

Personnel e-mail:

Please note that by providing this information you consent to us verifying your employment details with your employer.

**To the Landlord of the above property:**

### **GUARANTEE**

1. In consideration of you agreeing to grant a Tenancy of the Property to the Tenant (named above). I guarantee to you:
  - (1) the payment to you by the Tenant of their proportion of the rent payable and other money payable under the Tenancy which the Tenant is liable to pay you (e.g. reasonable administration. fees) in the manner specified in the Tenancy Agreement. To calculate what is payable you will divide the rent or other amount payable for the Property equally between the Tenant and the other persons liable from time to time as tenants to pay the rent and other amounts. You will then deduct from this figure all amounts, if any, actually received by you from the Tenant towards them and I guarantee to pay the balance outstanding .
  - (2) that the Tenant will perform and observe all the agreements on the part of the Tenant contained or implied in the Tenancy Agreement, beside those referred to in Clause 1 and I will pay and make good to you on demand all losses damages costs and expenses incurred or arising under the Tenancy Agreement in the event of default in the performance and observance of such agreements in the Tenancy Agreement, but subject to the limit in Clause 11

### **STATUTORY PERIODIC TENANCY**

2. This Guarantee shall continue if a statutory periodic tenancy arises under the Housing Act 1988. I agree that I will pay my proportion of the rent and any other amount payable and also pay any losses and the like if any of the other terms of the tenancy are broken under this statutory periodic tenancy in the same way as applies under the fixed term prior to the coming into effect of the statutory periodic tenancy.

### **CANCELLATION**

3(1) This Guarantee cannot be revoked or cancelled by you for so long as the Tenant remains  
a  
tenant of the Property under the fixed term tenancy granted by the Agreement

(2) Once the fixed term of the tenancy has come to an end if a statutory periodic tenancy arises the Guarantor can cancel this Guarantee on giving not less than three months notice in writing to the Landlord. This notice can take effect at the end of the fixed term but no earlier. The cancellation of the Guarantee shall take effect as from the expiry of this notice.

(3) This notice must be given to expire on a rent payment day or the last day of the fixed  
term of  
the tenancy.

#### **GUARANTOR'S DEATH OR BANKRUPTCY**

4. This Guarantee shall be cancelled if I die or become bankrupt. Cancellation shall take effect on  
the next rent payment day after the date of the death or bankruptcy.

#### **TENANT'S DEATH**

5. This Guarantee will be cancelled from the rent day following the date of the death of  
the  
Tenant

#### **TENANT'S BANKRUPTCY**

6. This Guarantee will not be cancelled on the Tenant's bankruptcy (as the tenancy potentially can  
continue even if the Tenant becomes bankrupt).

#### **EFFECT OF CANCELLATION**

7. The cancellation of the Guarantee under any provisions of this Guarantee means that  
any  
amounts payable in respect of arrears of rent or other money or losses down to the  
date of  
cancellation must be paid.

#### **CHANGES TO THE TENANCY AGREEMENT**

8(1) This Guarantee shall not apply to any new or further agreement entered into by the  
Tenant and  
yourself under which a tenancy of the Property is granted or extended (other than a  
statutory

periodic tenancy) unless I agree to guarantee the extended or new tenancy.

- (2) If there is any variation to the Agreement with my written consent the Guarantee shall continue in force and I will be bound by it and will guarantee the Agreement as varied.
- (3) If there is variation to the terms of the Agreement without my consent I will only be liable to pay what I would have had to pay according to the terms as if it had not been varied.

#### **TERMINATION OF THE TENANCY**

9. This Guarantee shall not be cancelled because the tenancy under the Agreement is terminated by Court Order by re-entry forfeiture notice or otherwise but I shall only be liable for any failure to pay the rent or other money or for any loss and the like resulting from any non compliance with the terms of the tenancy occurring up to the date of termination.

#### **NON CANCELLATION IF NO ENFORCEMENT ACTION TAKEN ETC.**

10. This Guarantee cannot be cancelled and I will not cease to be liable –
  - (1) If you do not take any action to enforce compliance with the Agreement
  - (2) If you give any time to pay or opportunity to make good any non compliance with the terms of the Agreement
  - (3) If you refuse to accept rent or any other monies or following any failure to comply with the terms of the tenancy agreement in order to protect your rights as landlord under the Agreement

#### **TOTAL LIABILITY FOR BREACH OTHER THAN NON PAYMENT OF RENT/MONEY**

11. The total liability under any guarantee shall not exceed £2,000.00 for obligations in the Tenancy Agreement beside payment of rent or any other amount referred to in Clause 1(1).  
The total losses damages costs and expenses for any breaches, referred to in Clause 1(2) occurring during the tenancy will be added together to calculate the maximum liability. These will then be divided between the Tenant and the other tenants who are liable to arrive at each Guarantor's share and the maximum liability of £2,000 will be applied to limit each Guarantor's share where this applies.

12. Reference to the Landlord will include the Landlord's successors in title and assigns.

IN WITNESS whereof the Guarantor has executed this Instrument as a Deed

Dated this .....day of ..... (month)..... (year)

Signed and Delivered as a Deed)

By Guarantor in the presence of:) ..... Guarantor's Signature

Signature of Witness: .....

Witnesses name: .....

Witnesses address: .....

Please note that any information you provide may be passed to a debt collection agency, solicitors or a credit reference agency in connection with the enforcement of the Guarantee or the terms of the Tenancy Agreement.