Tenant Guarantor Form (Limited Liability for Rent Only)

PLEASE PRINT CLEARLY AND IN BLACK INK

I, _____ (Full name of guarantor)

Of Street _____

Town _____

City _____

Post code _____

(Permanent residence of guarantor or address for service of Town Notice)

DO HEREBY GUARANTEE TO INDEMNIFY THE LANDLORD:

1) Against any loss (i.e. rent or damage etc.) incurred by him/her in respect of the assured shorthold tenancy entered into by _____ (full name of tenant)
2) This guarantee is a continuing guarantee and is valid for this tenancy and any future tenancy with you, whether fixed term, periodic or other.
3) I hereby guarantee the payment by the Tenant to you of the rent and any other money payable under the agreement and also that the tenant will comply with the terms of the agreement but in relation to rent only this Guarantee is subject to the limit contained in Clause A below.

   a) Limited Liability Explained: Applies to rent only
   My liability under this Guarantee in respect of the rent payable under the Agreement shall be limited to the Tenant's contribution to the total rent for the Property. This shall be calculated by dividing the total amount of the rent for the Property equally between the Tenant and the other persons liable as persons to pay the Rent in order to determine the Tenant's share and then deducting from this share all amounts, if any, actually received by you from the Tenant on account of the Tenant's contribution to the Rent. Otherwise, my Guarantee is unlimited.

   b) Unlimited Liability: Applies to all monies except rent
   The tenant has signed a **joint and several tenancy agreement,** and is **jointly and severally liable** with all of the other tenants to comply with the terms of the agreement. As I will be guaranteeing the tenants obligations under the agreement, this includes guaranteeing the tenants liability for any other tenant. This means that I agree that I am fully responsible for the payment of all money (beside the rent) and for the whole of the losses which may result if any other tenant breaks any of the terms of the tenancy if the tenant fails to pay.

4) The guarantor's estate becomes liable to the conditions of this agreement if they die while this agreement is being enforced.
5) The guarantor acknowledges that they have read and understood a copy of the tenancy agreement/contract and that they are signing without duress and that they have sought legal advice to both this guarantor form and the tenancy agreement.

Relationship to tenant: ……..

FOR THE PROPERTY SITUATED AT:

Of Street _____

Town _____

City _____

Post code _____

SHOULD THE TENANT FAIL TO COMPLY WITH THEIR OBLIGATIONS UNDER THE ASSURED SHORTHOLD TENANCY

Signed by the above named GUARANTOR: …….

GUARANTORS DETAILS:

Tel. (inc STD):

E-mail Address:

NI Ins. No

WITNESS SIGNATURE:

In the presence of Mr/Mrs/Miss:

(full name of witness)

Witness Signature: ……

Tel. (inc STD):

Witness address:

Of Street

Town

City

Post code

Date:_____/_____/20_____

THIS GUARANTEE IS LEGAL AND BINDING AND WILL BE PURSUED IN A COURT OF LAW IF THE TENANT INCURS ANY DEBT TO THE LANDLORD DURING THE PERIOD OF THE TENANCY AGREEMENT, AND ANY FURTHER DEBTS TO THE LANDLORD AFTER THE TENANCY PERIOD.

TO FORGE A SIGNATURE MAKES A PERSON LIABLE TO CRIMINAL PROSECUTION.

PROOF OF SIGNATURE OF GUARANTOR I.E. DRIVING LICENSE OR PASSPORT

Please send a photocopy of your driving license or other official identification which clearly shows your signature. (This is to help prove that the Guarantor is who they say they are)

This form and proof of signature to be posted back to the landlords address.
88 Birchfields Rd, Fallowfield, Manchester M14 6PH England