

# Deed of Guarantee SAMPLE

Property room & address:	[Property room], [Property address]
Tenant:	[Tenant.FirstName] [Tenant.LastName]
Guarantor:	[Guarantor.FirstName] [Guarantor.LastName]

This guarantee is a legal document in which the guarantor agrees to be responsible to the landlord, if the tenant either fails to pay money due to the landlord and/or fails to comply with the terms of his tenancy agreement.

It should be signed at the end by us both to confirm that we agree with it.

You should not sign this deed unless you are sure you understand it. Read it carefully. If there is anything you do not understand, you should speak to a solicitor, or a reputable advice agency such as Shelter or the Citizens Advice Bureau (CAB), who will explain it to you.

This is an important legal document and you should keep it safe.

## Landlord's contact details

If you need to contact us at any time, please use the contact details below (unless we tell you that these details have changed, and provide new details). Where there is an agent, the contact details will be those of the agent, and all contact should be made through the agent:

Landlords name: Hannah Brazier

Postal address: 48, Sansome Place, Worcester WR1 1UA

Telephone number: 07815 201777

Email: hannah@appletreeproperty.com

## Main details and definitions

**The Property:** [Property address]

**Room at property:** [Property room]

Referred to as the property in this deed

**The Guarantor: [Guarantor.FirstName] [Guarantor.LastName]**

Guarantor address: [Guarantor.Address]

Guarantor phone: [Guarantor.Phone]

Guarantor email: [Guarantor.Email]

Note: If these details change, you must let us know

**The named tenant: [Tenant.FirstName] [Tenant.LastName]**

Referred to as the tenant, or him in this deed (even if the tenant is female)

**The Landlord: Hannah Brazier**

Referred to as we or us in this agreement (even if there is only one landlord).

## *The tenancy agreement*

This is the joint tenancy agreement relating to the property, made between the tenant and the landlord, commencing on [Tenancy start date] and referred to as the tenancy agreement in this deed.

A copy of the tenancy agreement has been provided to you, and you will confirm receipt of this in the signature section below.

## *By this deed we, the landlord and the guarantor, agree as follows:*

1. You are making this deed on the basis that we will rent, or have already rented, the property to the Named Tenant, as set out in the tenancy agreement.
2. If the Named Tenant fails to pay the rent due to us under the tenancy agreement within 14 days of the payment date, and if we then write to you at the address given in the details section of this deed (or to any other address you subsequently give to us) asking you to make payment to us, you will then be legally responsible, along with the Named Tenant, for paying the outstanding rent to us.
3. The rent shall be deemed to have been paid if the Named Tenant has paid to the landlord the sum of the rent due for the Named Tenant's room only, as specified in the tenancy agreement.
4. In a similar way you will be legally responsible, after we have given you written notice, for paying to us any other money due to us by the Named Tenant as a result of the Named Tenant breaking any of the terms of the tenancy agreement. The written notice should contain a breakdown of how the sum claimed has been calculated and copies of any relevant invoices and receipts, and will be calculated with

regard to the extent of their responsibility, disregarding the joint and several liability of the Named Tenant under the Tenancy Agreement.

5. After the written notice has been given to you, you will remain liable for the payment even if we delay taking any action against the Named Tenant or decide not to pursue the Named Tenant for the payment of the money due.

6. You cannot end this deed during the fixed term of the tenancy agreement unless the tenancy agreement is ended early.

7. After the fixed term of the tenancy agreement has ended, you will remain liable unless or until:

7.1. a new tenancy is signed by us with the Named Tenant, or

7.2. the rent is increased or any of the other terms of the tenancy agreement are changed, or

7.3. you have given us not less than two months' written notice that you wish to end this deed of guarantee. The notice can be given before the end of the fixed term but cannot end before the fixed term does.

8. After this deed has ended, you will remain liable for any money due to us from the Named Tenant (as described in clauses 2 to 4), provided we have given you written notice as set out in clause 2 above, not later than four weeks after this deed ends.

## Signed as a deed

Signed by	Signature	Date
<b>Landlord:</b> Hannah Brazier		
<b>Guarantor:</b> [Guarantor.FirstName] [Guarantor.LastName]		
I confirm I have been given a copy of the tenancy agreement: <input type="checkbox"/>		
Signed		