

## Guarantor Agreement for Residential Lettings



### General Notes:

This is a contract by which the Landlord agrees to grant a tenancy in consideration of the Guarantor's agreement to act as surety for that Occupation Contract.

This document is intended for use with residential lettings and their associated Occupation Contracts. It is a legal document, so adequate knowledge of landlord and contract-holder laws is recommended. Practitioners should review any guidance notes provided with this agreement.

The Guarantor must read a copy of the proposed Occupation Contract. Click the link to read an example copy of the Occupation Contract.

<https://www.silveroakproperty.com/standardoccupationcontract>

The Guarantor Agreement must be printed, signed, and witnessed by an unrelated third party (e.g., a friend or relative). The Contract-holder cannot act as a witness for their Guarantor.

### 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.

### Section A – Key terms

This agreement is between the Landlord		Company name, Mr/s Landlord	
and you, the Guarantor			
Guarantor address:			
Guarantor mobile number:			
Tenant name(s):			
Relation to Tenant:			
The agent acting on behalf of the Landlord(s)		Silver Oak Property Ltd	
Property: The dwelling house known as		Address	

### Term

Agreed rent in the sum of	£000.00	in advance in total each Month.
Proposed Tenancy Commencement Date:	Tenancy start date	

Rent Smart Wales Registration Number:	#RN-72013-51424
Rent Smart Wales Licence Number:	#LR-75091-14071

1. The Landlord agrees to let the Property to the Contract-holder(s). In consideration of this, the Guarantor agrees to act on behalf of the Contract-holder(s) should they fail, for any reason, to meet the financial obligations outlined in the Occupation Contract for the Property.

2. This Guarantor Agreement applies to the current Occupation Contract held by the above-named individual Contract-holder, including any extensions or renewals. Any reference to the Landlord in this agreement includes the Landlord's Agent or any authorised representative acting on behalf of the Landlord.

3. The Guarantor undertakes to pay the Rent to the Landlord within 10 days of receiving a written demand, if the named Contract-holder has not paid the Rent by the due date under the terms of the Occupation Contract.

4. The Guarantor agrees to reimburse the Landlord for any reasonable losses and expenses incurred as a result of the Contract-holder's failure to meet their obligations under the Occupation Contract. Any delay or leniency by the Landlord in demanding payment does not release the

Guarantor from their obligations under this agreement. Should the Guarantor pass away during the term of the agreement, their estate will remain liable as surety and co-principal debtor.

5. If the Rent, or part of it, is paid via housing benefit or another benefit scheme, the Guarantor agrees to cover any overpayment claims made by the local authority in relation to the Contract-holder(s). Such claims may arise at any time during the Occupation Contract or within six years thereafter.

6. The Guarantor agreement will remain in effect indefinitely for the duration of the Occupation Contract, including any renewals or extensions, until the Contract-holder vacates the property or the Occupation Contract ends.

7. FFHH Compliance - The property must meet Fitness for Human Habitation (FFHH) requirements as per the Renting Homes (Wales) Act. This includes functioning smoke and carbon monoxide detectors, an Electrical Condition Report, and any necessary safety upgrades.

SIGNED BY/ON BEHALF OF LANDLORD		DATED:     /     /
PRINTED NAME		
SIGNED BY GUARANTOR		DATED:     /     /
PRINTED NAME		