

Guarantee agreement for residential tenancies

Date: <Today's Date>

PARTIES

The Landlord: <Landlord's Name>

Of: <Landlords Address>

The Tenant: <Tenant Name>

Of: <Tenant Address>

The Guarantor: <Guarantor Name>

of <Guarantor Address>

The Property:

The Agreement: The tenancy agreement entered into between the Landlord and the Tenant dated <Tenancy Agreement Date> and any renewal, amendment or variation of it and any new or further agreement granting a tenancy which is entered into between the Landlord and the Tenant

IT IS AGREED AS FOLLOWS:

1. In consideration of the Landlord granting the Tenant a tenancy of the Property upon the terms of the Agreement the Guarantor guarantees:

- 1.1 the payment by the Tenant of the rent and any other monies lawfully due to the Landlord under the Agreement; and
- 1.2 the performance and observance by the Tenant of all the other terms contained or implied in the Agreement.

2. The Guarantor covenants with the Landlord as follows:

- 2.1 If the Tenant defaults in the payment of the rent or any other monies lawfully due to the Landlord under the Agreement I/we will promptly upon written demand by the Landlord pay to the Landlord the full amount owing from the Tenant.
- 2.2 If the Tenant defaults in the performance or observance of any of the terms contained or implied in the Agreement, I/we will promptly upon written demand by the Landlord pay to the Landlord all reasonable losses, damages, expenses and costs which the Landlord has reasonably incurred because of the Tenant's breaches.

3. It is agreed that this Guarantee cannot be revoked by the Guarantor:

3.1 for so long as the tenancy created by the Agreement continues; or

3.2 during the continuance of any renewal or further tenancy entered into expressly or impliedly between the Landlord and the Tenant.

4. This Guarantee is not to be revoked by:

4.1 the death of the Guarantor [or any of the Guarantors]; or

4.2 the death of the Tenant [or any of the Tenants]; or

4.3 the bankruptcy of the Tenant [or any of the Tenants].

5. This Guarantee continues in operation:

5.1 notwithstanding any alteration of the terms of the Agreement including any increase in the amount of the rent payable for the Property; and

5.2 in relation to any renewal, new or further tenancy entered into between the Tenant and the Landlord; and

5.3 in relation to any statutory periodic tenancy which may arise in the Tenant's favour under the Housing Act 1988; and

5.4 notwithstanding that the Agreement may be terminated during the term by agreement, court order, notice, re-entry, forfeiture or otherwise; and

5.5 notwithstanding any arrangement made between the Landlord and the Tenant (whether or not with the Guarantor's consent) nor by any indulgence or forbearance shown by the Landlord to the Tenant.

6. This Guarantee constitutes the Guarantor as principal debtor.

7. Any demand by the Landlord under the terms of this Guarantee shall be validly made if sent by registered or recorded delivery post or left at the address(es) specified above as the Guarantor's address or such other address(es) as the Guarantor may notify to the Landlord.

8. Where there is more than one Guarantor, the Guarantor's obligations will be joint and individual.

9. Where there is more than one Tenant, references in this Guarantee to 'the Tenant' shall be construed as referring to all or both or either or any of the persons so named.

SIGNED AS A DEED

BY THE LANDLORD: <Landlord Name>

SIGNED AS A DEED

BY THE GUARANTOR: <Guarantor Name>