

# TENANCY GUARANTOR COVENANT

Please refer to notes (overleaf):

**NOTE 1** THIS AGREEMENT IS MADE ON THE ..... DAY OF ....., 20.....  
(Day) (Month) (Year)

**NOTE 2a** BETWEEN .....  
(Guarantors Name)

OCCUPATION .....

**NOTE 2b** OF .....

CONTACT ..... (TEL)

..... (EMAIL)

**NOTE 3** **\*GUARANTOR MUST SUPPLY TWO FORMS OF IDENTIFICATION \*( ) TICK & ATTACH**

**NOTE 4** AND .....  
(Landlords Name)

CARE OF BRITANNIA PROPERTY SERVICES  
521 BRISTOL ROAD  
SELLY OAK  
BIRMINGHAM  
B29 6AU  
(Agents Address)

WHEREBY IT IS AGREED AS FOLLOWS:

In consideration of the Landlord agreeing to grant any tenancy of the premises known as:-

**NOTE 5** .....  
.....  
(Tenancy Address)

**NOTE 6** The Tenant(s) (1) .....  
(1<sup>st</sup> Tenants Name)  
(2) .....  
(2<sup>nd</sup> Tenants Name)  
(3) .....  
(3<sup>rd</sup> Tenants Name)  
(4) .....  
(4<sup>th</sup> Tenants Name)  
(5) .....  
(5<sup>th</sup> Tenants Name)  
(6) .....  
(6<sup>th</sup> Tenants Name)  
(7) .....  
(7<sup>th</sup> Tenants Name)

**UPON THE TERMS OF A TENANCY AGREEMENT, THE GUARANTOR AGREES AS SET OUT BELOW:**

1. The Guarantor agrees with the Landlord that, if the Tenant defaults in the payment of rent laid down in the Tenancy Agreement in accordance with the provisions thereof and/or any penalty charges/fees etc. arising there from, the Guarantor will pay to the Landlord on demand any such rent or penalty charges/fees etc. which have not been paid by the Tenant.
2. The Guarantor also agrees that, if the Tenant defaults in the performance or observance of the Tenants obligations contained in the Tenancy Agreement or any of them, the Guarantor will pay to the Landlord all losses, damages, expenses and costs which the Landlord shall be entitled to receive by reason of the Tenants default to the extent to which the Landlord is unable to recover from the Tenant.
3. The Terms and Conditions set out on the Schedule below are hereby incorporated into this Agreement and form part of it.

**Signed By:** ..... (THE GUARANTOR)

**Date Signed:** ..... / ..... / .....

## **TERMS AND CONDITIONS**

1. All the provisions of this Agreement shall apply both during the term granted in the Tenancy Agreement and during any continuation or renewal thereof.
2. In the event that more than one person constitutes the Guarantor under this agreement, the liability of the Guarantor shall be joint (i.e. – the guarantor is liable only for the person named above as the tenant)
3. This agreement shall not be discharged by the Landlord giving the Tenant time in which to pay the rent or profits or any other indulgence in respect of any of the Tenants obligations under the Tenancy Agreement.
4. This Agreement shall not be revocable and shall not be discharged by the Guarantors death or by the death or the Bankruptcy of the Tenant.

## **NOTES**

1. **Please do not date this agreement:** this Agreement must be dated from the same date the Tenancy Agreement is signed
2. Insert first name(s) and surname(s) of the Guarantor(s) including address & postcode
3. **the Guarantor must supply two clear forms of identification:**
  - a) **Proof of photographic ID i.e. copy of passport or photocard driving licence only**
  - b) **Proof of residential address i.e. copy of utility/council tax bill (NOT mobile phone bill)**
4. Insert first name(s) and surname(s) of the Landlord(s) including address & postcode
5. Insert full address of property including postcode
6. Insert first name(s) and surname(s) of all tenants on the Tenancy Agreement