

Guarantor Application

This is a legal document which should be read with care; if you do not understand it fully, you are advised to seek legal advice before signing.

This form must be completed in full and signed before returning with 2 proofs of identity. One must have a photograph e.g Passport or photo car driving licence. The other must be proof of address i.e. a recent utility bill, council tax demand etc. These must accompany the form. Photocopies are acceptable. Any forms returned late or incomplete, may result in the tenancy being delayed or declined or the tenants not being allowed to take up occupation of the property.

All guarantors are advised that you "the Guarantor" would be responsible for paying the tenant's share of the rent should the tenant fail to pay the amount agreed in the Tenancy Agreement for the period set out in the Tenancy Agreement, or for the period the property is occupied by the tenant – whichever is longer.

Important Note

This Guarantor agreement refers to Avtar Properties standard Assured Shorthand Tenancy agreement. A copy of this agreement is available on request from our offices or on our website <u>www.avtar.co.uk.</u>

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Tenant Information
Full Name:
Email Address:
Phone Number:
Date of Birth: / /
Property Information
Property Applied For:
Rent Per Calendar Month: £
Tenancy Start Date: / /
<u>Guarantor Details</u>
Full Name:
Address:
Postcode:
Landline Number:
Mobile Number:

Email Address: _____

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Guarantor's Obligation

To Avtar Properties, 127 Brudenell Road, Leeds, LS6 1JD (hereinafter called "the landlord" which expression includes the Landlord's successors in title and/or assigns). If Avtar Properties are not the Landlord, then this Guarantee is also given in favour of the Landlord for the time being of the property.

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- I here by guarantee that the tenant will pay the rent at the times and in the manner required by the Tenancy Agreement and that the tenant will perform and observe all the agreements on the part of the tenant contained or implied in the Tenancy Agreement.
- In the event of default in the payment of the rent or in the performance and observance of such agreements I will pay and make good to the landlord on demand the rent and all losses damages costs and expenses incurred or arising under the Tenancy Agreement.
- The provisions of this guarantee shall apply to any increased rental and/or to any continuation or renewal or re-grant of the tenancy created by the Tenancy Agreement whether by operation of the law or agreement between the landlord and the tenant or any other person or otherwise as if this guarantee were incorporated in full such contained extended, renewed or re-granted tenancy (as the case may be) and for the avoidance of doubt the Guarantor hereby agrees with the Landlord that the tenant shall pay share of the rent reserved by such continued extended or re-granted tenancy (as the case may be) and shall perform and observe all the agreements on the part of the tenant therein contained.
- This Guarantee cannot be revoked so long as the tenant remains a tenant of the property nor shall it be revoked or discharged by my bankruptcy.
- This Agreement will continue in full force and effect despite any variation or alteration in the terms of provisions of the Tenancy Agreement with or without my consent, it is the tenant's responsibility to inform guarantor of alterations.
- This Agreement will remain in full force and effect even though the Tenancy Agreement may be terminated by agreement, court order, re-entry, forfeiture notice or otherwise should there be outstanding rent arrears.
- This Guarantee will not be discharged, nor will it be released by any arrangement made between the Landlord and the Tenant or any other person who is a party to the tenancy agreement with or without my consent or any indulgence forbearance or time given or failure on the landlord's part to enforce the terms of the Agreement.
- This Guarantee is for the named tenant only and the guarantor will only be responsible for his/her share of the rent of the tenancy period.
- The guarantor must have an annual income of three times the annual rent due for the named tenant. In the instance of retirement, the guarantor must provide evidence that they can afford payment should the tenant default.

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Declaration

The information you provide may be subject to the Data Protection Act 2018. It can be held by Avtar Properties and/or the Landlord of the Property. It may be passed to a credit reference agency, a debt collection agency, or solicitors in connection with the enforcement of the Guarantee or the terms of the Tenancy Agreement.

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I enclose the following proof(s) of my identity:

(Photocopies are acceptable, i.e. driving license, utility bill, passport e.t.c.)

ID 1: _____

ID 2:

Full Name: _____

Signature: _____

Date: / /