

## Assured Shorthold Tenancy Agreement – Landlord Managed

Tenancy Reference: [ref]

THIS AGREEMENT is made on the date and BETWEEN the Landlord and the Tenant specified below.

**Date** (date of signing)

**Landlord(s)** [Name]  
[Address]

The Tenant may serve notices (including notices in proceedings) on the Landlord at this address.

**Tenant**

[name]	[name]
[address]	[address]

**Agent** SULETS  
Ground Floor  
Campus Centre Building  
Mill Lane  
Leicester  
LE2 7DR

**Property** [property address]  
Including any garden and any outbuildings for which a key is provided

**Contents** The fixtures, fittings, furniture, carpets, curtains, keys and any other items provided by the Landlord for the Tenant's use during the Tenancy Period (the items provided at the start of the tenancy being listed in the inventory given to the Tenant).

**Deposit** A deposit of £[amount] to be paid by the Tenant to the Agent as security for the performance of the Tenant's obligations and the discharge of the Tenant's liabilities in connection with this Agreement

**Tenancy Period** From 2.00 pm on [date] to 10.00 am on [date] both dates inclusive.

**Rent and Payment Dates** 'From' date is the date payment is due.

Payment Date	Amount Due
01/07/2020 (Start of Tenancy)	
30/08/2020	
22/10/2020	
20/01/2021	
04/05/2021	

If the Tenancy Period is for 56 weeks, then during the first 8 weeks of the Tenancy Period the Property is reserved for and let to the Tenant but during those 8 weeks:

- no rent is charged;
- the Landlord is liable to pay the outgoings on the Property if it is not occupied by the Tenant;
- the Landlord is entitled to carry out any works of cleaning, maintenance, repair or renewal;
- the Tenant must not occupy the Property or store possessions there unless the Landlord gives written consent;
- the Tenant's Obligations are modified accordingly.
- **the Tenant may move into the property on 30/08/2020**

If the Tenancy Period is for 48 weeks or fewer, the Tenant may occupy, and must pay Rent and outgoings on the Property throughout the Tenancy Period.

## **AGREEMENT TO CREATE A TENANCY**

The Landlord agrees to grant and the Tenant agrees to take a tenancy of the Property for the Tenancy Period on the Standard Letting Terms, as varied or supplemented by any Special Letting Terms, in this Agreement. The tenancy will include the Contents and any rights normally associated with the Property, unless these are excluded by the Special Letting Terms.

The Landlord's agreement to grant a tenancy is conditional on the Tenant providing a guarantor who is reasonably satisfactory to the Agent and the guarantor signing and returning to the Agent the guarantee agreement attached to this agreement. The Landlord has the discretion to waive this requirement if they see fit.

The Landlord agrees to comply with the Landlord's Obligations and the Tenant agrees to comply with the Tenant's Obligations throughout the Tenancy Period and during any period where the Tenant has a statutory right of occupation.

## **STANDARD LETTING TERMS**

In this Agreement:

- (a) provisions relating to the Property apply to every part of it, unless specified to the contrary under section E, and to its fixtures fittings and decorations and the Contents;
- (b) when two or more persons are named in this Agreement as the "Landlord" (or the "Tenant") each of them individually is liable for all the Landlord's Obligations (or all the Tenant's Obligations), as well as having collective or joint responsibility;
- (c) the headings are only for convenience and are not part of the Letting Terms;
- (d) if the Landlord holds the Property on a lease, the Landlord will comply with the terms of the lease and will ensure that the superior landlord complies with the terms of the lease;
- (e) a reference to the Landlord includes the persons from time to time entitled to receive the Rent;
- (f) any reference to legislation is a reference to that legislation as amended or re-enacted from time to time;
- (g) where matters in this Agreement require permission, approval, consent, agreement or similar, such permission etc. shall be recorded in writing;
- (h) unless the Landlord releases the Tenant from this Agreement earlier in writing, the Tenant must comply with the Tenant's Obligations until they vacate the Property, or until the end of the Tenancy Period, whichever is the later.

## **A LANDLORD'S OBLIGATIONS**

### **A1 *Suitability for use***

A1.1 During the Tenancy Period, and during any period that the Tenant is entitled by law to remain in occupation after the Tenancy Period ends, the Landlord will give the Tenant:

- (a) exclusive uninterrupted occupation of the Property;
- (b) exclusive use of the Contents;
- (c) a right of way over any route normally used with the Property;
- (d) working television aerial point;
- (e) working broadband access

PROVIDED THAT if the Tenancy Period is for 56 weeks, the Landlord has no obligation to provide items (a) to (e) inclusive during the first 8 weeks of the Tenancy Period.

## **A2 Maintenance, repairs and statutory compliance**

- A2.1 The Landlord will ensure the Property and Contents are in good repair and proper working order at the start of the Tenancy Period and will maintain the Property and Contents in good repair and proper working order throughout the Tenancy Period, but nothing in this clause A2 requires the Landlord to remedy any damage caused by the Tenant or in the case of destruction or damage by fire, storm, flood or other inevitable accident unless the cost is met by insurance under clause A4.
- A2.2 If the Property requires a licence as a House in Multiple Occupation (HMO), or is situated in an area of selective licensing, the Landlord will maintain a valid licence, and comply with any conditions in the licence, throughout the Tenant's occupation. The Landlord will provide a copy of the licence to the Tenant within 28 days of written request.
- A2.3 If the Property needs planning permission for lawful occupation by the Tenant as a dwelling, the Landlord will ensure the Property has the required planning permission by the start of the Tenancy Period and will comply with any conditions in the planning permission.
- A2.4 If the Landlord needs mortgagee's consent to grant a tenancy of the Property, the Landlord will obtain that consent before the start of the Tenancy Period and will comply with any conditions attached to that consent.
- A2.4 The Landlord will ensure that when the keys are issued to the Tenant, the Property is fit for human habitation and will remain so for as long as the Tenant is entitled to occupy it.
- A2.5 The Landlord will ensure that when the keys are issued to the Tenant, the Contents are safe for their intended use.

## **A3 Landlord's payments**

- A3.1 The Landlord will pay for any charges arising from the use of:



- A3.2 If the Landlord holds the Property on a lease, the Landlord will pay the rent and other sums payable under that lease and will observe all obligations imposed on him by that lease, except for those which are the Tenant's obligations under this Tenancy Agreement.
- A3.3 If the Tenancy Period is 52 weeks, the Landlord will pay the outgoings on the Property during the first 4 weeks of the Tenancy Period unless the Landlord allows the Tenant to occupy the Property or store possessions there, in which case the Tenant must pay the outgoings on the Property (as provided in clause B5) for so much of that 4-week period as the Tenant uses the Property.

## **A4 Insurance**

- A4.1 The Landlord will not insure the Tenant's possessions. If the Tenant wishes to insure their possessions, the Tenant must make their own arrangements.
- A4.2 The Landlord will arrange for the Property (and, if the Landlord requires, the Contents) to be insured against the risk of damage by fire, explosion, subsidence, adverse weather, escape of water, things dropping from the air, vehicle impact, theft, riot, civil commotion, malicious damage and such other risks as the Landlord reasonably sees fit ("insured risks"), subject to such exclusions and limitations as are generally applicable to residential landlords' policies.
- A4.3 The Landlord may choose whether or not to insure itself against loss of rent in the event of the Property being damaged or destroyed by an insured risk.
- A4.4 If the Property is damaged by an insured risk and it is not reasonably fit for habitation, then subject to clause A4.5:
- (a) the Tenant must make their own arrangements for alternative accommodation;
  - (b) the Landlord will reimburse the Tenant for up to 3 nights' stay at a Travelodge, Premier Inn or establishment at a similar price immediately after the damage occurred, payment to be made within 14 days of the Tenant providing the Landlord with the hotel's invoice;
  - (c) the Landlord will refund to the Tenant any Rent the Tenant has paid in respect of any period for which

the Property is uninhabitable or inaccessible as a result of the damage (but excluding any period for which the Landlord pays for temporary accommodation);

- (d) the Landlord will take all reasonable steps to arrange for any damage caused by an insured risk to be remedied as soon as practicable; and
- (e) the Tenant will resume occupation of the Property as soon as the damage has been remedied

but (b) and (c) above will not apply if the insurers refuse to pay out on the policy because of anything the Tenant has done or failed to do in breach of the Tenant's Obligations in this Tenancy Agreement.

A4.5 If the Property and Contents have not been reinstated within 6 weeks the Tenant may give written notice to the Landlord to end this Agreement and, provided the insurers did not refuse to pay out on the policy because of anything the Tenant did or failed to do in breach of the Tenant's Obligations in this Tenancy Agreement, on the giving of such notice this Agreement and the tenancy will terminate (but without prejudice to the rights and obligations of the parties that had arisen before the date of termination). The Landlord will refund to the Tenant any Rent the Tenant has paid in respect of any period after termination.

A4.6 The Landlord shall not be liable to the Tenant for removal or travel expenses, personal injury or damage to the Tenant's possessions unless the insured risk was attributable to the Landlord's negligence.

A4.7 Where the Property is damaged by an uninsured risk either party may terminate this Tenancy Agreement by giving written notice to the other. The Landlord will refund to the Tenant any Rent the Tenant has paid in respect of any period after termination.

#### **A5 Deposit**

A5.1 Within 30 days of receiving the Deposit, the Agent will register the Deposit with an authorised tenancy deposit scheme on the Landlord's behalf and will provide prescribed information regarding the Deposit to the Tenant and any relevant person disclosed to the Agent.

A5.2 Once the Deposit has been protected, the Landlord will be the deposit holder.

A5.3 The Landlord will refund the Deposit to the Tenant at the end of the tenancy, subject to any deductions agreed by the Tenant or awarded by an adjudication service or the courts.

A5.4 The Landlord may claim deductions from the Deposit in respect of:

- (a) any unpaid Rent;
- (b) money other than Rent that is lawfully due from the Tenant under this Agreement, but has not been paid;
- (c) damages (compensation) for losses suffered and expenses incurred by the Landlord as a result of any breach by the Tenant of any of the Tenant's Obligations in this Agreement (provided the Landlord has acted reasonably).

## **B TENANT'S OBLIGATIONS**

### **B1 Payment of Deposit**

B1.1 The Tenant will pay the Deposit to the Agent on or before the date of this Agreement.

B1.2 The Tenant will at the time the Deposit is paid to the Agent, notify the Agent if the Deposit or part of it has been paid by anyone other than the Tenant.

### **B2 Payment of Rent**

The Tenant will pay each instalment of Rent to the Landlord (not to the Agent) on or before the applicable Payment Date by bank transfer to the Landlord's nominated bank account (but if the Landlord has not provided the Tenant with written details of his bank account, the Tenant may pay by any other lawful means).

### **B3 Default Charge for Late Payment of Rent**

The Tenant agrees to pay a default charge if any instalment of Rent has not been paid in full within 14 days from and including the applicable Payment Date. The default charge will be interest at the rate of 3% per annum above the base rate of the Bank of England from time to time on the unpaid amount from the date that amount became due until the date it is paid.

### **B4 Compensation for breach**

- B4.1 The Landlord may claim damages (compensation) from the Tenant for losses suffered and expenses incurred as a result of the Tenant's failure to comply with the Tenant's Obligations in this Agreement. The amount the Landlord is entitled to claim is the amount that would (as far as money can do that) put the Landlord in the same position the Landlord would have been in if the Tenant had complied with the Tenant's Obligations PROVIDED THAT the Landlord takes reasonable steps to keep losses and expenses at a reasonable level and acts properly and reasonably in response to the Tenant's breach.
- B4.2 Claims for compensation may include (but are not limited to) the cost of cleaning if the Tenant fails to do it, the cost of repairing and re-decorating if the Tenant has failed to take proper care of the Property and Contents, and the Landlord's costs of taking professional advice and (where reasonable) taking action to enforce the terms of this Agreement against the Tenant.
- B4.3 The Tenant is not liable to pay the Landlord compensation for damage caused by fair wear and tear and the Landlord must take into account the age and condition of the Property and Contents at the start of the tenancy when assessing any claim for compensation.
- B4.4 Provided the insurer does not refuse to pay because of something the Tenant has done, or has not done, the Tenant will not be liable to compensate the Landlord for damage caused by a risk that this Agreement requires the Landlord to insure against.
- B4.5 If the Tenant loses a key or other security device giving access to the Property, the Tenant will be liable to pay the Landlord a default charge equal to the amount reasonably incurred by the Landlord (as supported by written evidence) in replacing the missing item. (Compensation may be payable to the Landlord for keys that need replacing because they have been damaged, but not for keys that have become faulty without mis-use).

### **B5 Outgoings**

B5.1 The Tenant will promptly pay all charges relating to the Tenant or the Property during the Tenancy Period for:

[REDACTED]

consumed on or supplied to the Property during the Tenancy Period including standing and rental charges as well as charges for units consumed or used.

A television licence is needed if the Tenant or their visitors watch or record programmes at the Property as they're being shown on television, or live on an online TV service, or if they download or watch download or watch BBC programmes on iPlayer on any device whilst at the Property.

PROVIDED THAT if the Tenancy Period is for 56 weeks, then during the first 8 weeks of the Tenancy Period the Tenant shall only be liable to pay outgoings on the Property for the days that the Tenant is in occupation

B5.2 If the Landlord makes any payment in respect of the items listed in clause B5.1, the Tenant will reimburse the Landlord within 14 days of the Landlord's written request, accompanied by evidence of payment

### **B6 Use of the Property and Contents**

- B6.1 Within 3 days of taking occupation the Tenant will check the inventory and report any defects or discrepancies to the Landlord. If the Tenant does not do this, the Tenant may find it difficult to prove at the end of the tenancy that any damage or defect was not their fault.
- B6.2 The Tenant will (and will ensure any of the Tenant's guests or visitors will):
- (a) use the Property and the Contents carefully and properly and will not damage them;
  - (b) take proper precautions to prevent the escape of water from and within the Property and report any

leaks promptly to the Landlord (but if the Landlord cannot be contacted the Tenant will treat the leak as an emergency and arrange for immediate repair);

- (c) not bring any dangerous articles or substances to the Property or do anything which would ordinarily be expected to invalidate the insurance of the Property or Contents or entitle the insurers to refuse to pay out on the policy or increase the policy premiums;
- (d) not bring to the Property any weapons or replica weapons, or any controlled drugs or illegal substances;
- (e) comply with all laws relating to the Tenant's occupation of the Property and comply with recommendations made to the Tenant by the relevant utility suppliers and insurers (either directly or through the Landlord or the Agent);
- (f) keep gullies, waste pipes and drains free from obstruction;
- (g) keep the Property adequately ventilated and heated;
- (h) keep the Property and the Contents clean and tidy; and
- (i) not smoke or permit smoking in the Property

**B7 Allow entry by the Landlord and Agent**

The Tenant will allow the Landlord (and others authorised by the Landlord) at all reasonable times of the day during the Tenancy Period, after 24 hours' prior written notice (or without notice and at any time where there is an emergency or the need for urgent repair) to enter the Property for the purpose of:

- (a) carrying out the Landlord's Obligations in this Agreement, to the extent that entry is required for that purpose;
- (b) examining the state and condition of the Property and of the Contents and assessing the Tenant's compliance with the Tenant's Obligations in this Agreement;
- (c) rectifying any breach of the Tenant's Obligations if the Tenant has failed to put the breach right after being asked to do so (including, but not limited to, cleaning, maintenance or repair);
- (d) showing the Property to prospective tenants or purchasers

PROVIDED THAT the person exercising this right will show the occupiers evidence of their identity, have due regard at all times for the comfort and privacy of the occupiers and will, wherever possible, avoid disruption to occupiers.

**B8 No assigning or underletting etc.**

The Tenant will not:

- (a) assign, underlet, charge or part with possession of the whole or any part of the Property, except with the explicit prior written consent of the Landlord;
- (b) take in lodgers or have paying guests (including those who have booked through an intermediary);
- (c) share occupation of the Property with any person not named as Tenant in this Agreement;
- (d) sell, charge or otherwise dispose of, or part with possession of, any of the Contents.

**B9 Private residential use only**

The Tenant will not use the Property for any profession trade or business and will use it only as a private residence.

### ***B10 Proper conduct***

The Tenant will not:

- (a) do anything at the Property which is illegal or generally considered to be immoral, or cause a nuisance, disturbance or annoyance to others;
- (b) display any poster, flag, notice or similar that can be seen from the outside of the Property;
- (c) block or put noxious or damaging substances into the sinks, baths, lavatories, waste or soil pipes in the Property or allow them to overflow;
- (d) leave the entrance doors of the Property open or leave the entrance of the Property unlocked or windows open when there is nobody present or leave the Property unoccupied for more than three weeks without first notifying the Landlord;
- (e) change any of the locks of the Property or have duplicate or replacement keys made without the Landlord's consent;
- (f) keep any animal in the Property without the Landlord's permission, which does not have to be given unless the animal is trained to assist with a disability, and which may be withdrawn if the animal causes damage or is a nuisance, and to pay for any damage caused by an animal which the Tenant allowed into the Property;
- (g) make excessive noise at any time, or any noise after 11pm which is likely to cause disturbance or annoyance to others, including occupiers of adjoining properties.

### ***B11 No alterations***

The Tenant will not

- (a) alter, or add to, or fix anything to the Property internally or externally;
- (b) decorate the exterior of the Property;
- (c) change the décor, fixtures or furnishings inside the Property (except to replace with similar where the originals have been damaged);
- (d) erect any external aerial, satellite dish, or communications apparatus;
- (e) install any cabled services to the Property without the Landlord's prior written consent (which the Landlord does not have to give, and which, if given, may be subject to conditions such as reinstatement).

### ***B12 Pass on notices***

The Tenant will promptly pass on to the Landlord a copy of any notice, order or legal proceedings relating to the Property received by the Tenant from any government department, local or public authority or other party.

### ***B13 Obligations at the end of the Tenancy Period***

At the end of the Tenancy Period (or at the end of the tenancy, whichever occurs first) the Tenant will:

- (a) leave all the Contents in the same rooms in the Property as they were in at the start of the tenancy;
- (b) remove all the Tenant's personal belongings and rubbish from the Property (a reasonable amount of rubbish may be left in the outdoor bin for collection by the local authority, but rubbish that will not fit in the bin must be removed from the Property);
- (c) leave the Property and Contents in no worse state of cleanliness and repair than they were in at the start of the tenancy (which, unless there is strong evidence to the contrary, shall be presumed to be a good, clean lettable condition);
- (d) give up the Property with vacant possession;
- (e) return to the Landlord (not the Agent) all keys and any other security devices to the Property.

## ***B14 Abandoned possessions***

- B14.1 The Landlord may remove from the Property any item that the Tenant (or anyone else) left in the Property after vacating.
- B14.2 Unless an item is obviously of value, the Landlord will presume that the Tenant intended the Landlord to dispose of it and accepted liability to reimburse the Landlord for the costs of disposal arising from the Tenant's failure to remove the item from the Property. The Landlord shall not be liable if the Landlord mistakenly underestimates the value of an item.
- B14.3 If an item is obviously of value, the Landlord will use reasonable endeavours to contact the Tenant to arrange for the item to be collected or delivered. If the Tenant has not collected the item, or arranged and paid for its delivery within 2 weeks after vacating (charges being limited to the amount the Landlord is entitled to claim under clause A5.5(c)), the Landlord may dispose of the item as it sees fit, including sale without liability to the owner of the item.
- B14.4 The Landlord will hold any net proceeds of sale (after deducting reasonably incurred costs of storage and disposal as permitted by clause A5.5(c)) for a period of 1 month from the date the Tenant vacated. If the Tenant has not claimed the proceeds within that time, the Landlord may deal with the proceeds as it sees fit, without liability to the Tenant. If the item did not belong to the Tenant, the Tenant will be liable to meet any claim by the owner.

## **C TERMINATION**

### ***C1 Landlord's right of termination***

The Landlord is entitled to terminate this Agreement and the tenancy by giving the Tenant notice if:

- (a) any instalment of the Rent is not received in full within 28 days of the applicable Payment Date; or
- (b) the Tenant fails to comply in any material respect with any of the Tenant's Obligations in this Agreement and the failure has not been rectified within 14 days of the Landlord giving the Tenant notice to comply;
- (c) any of the Grounds 1, 2, 7A, 7B, 8, 10-15, and 17 set out in Schedule 2 of the Housing Act 1988 apply or if Ground 9 applies at any time after the Tenancy Period has ended.

### ***C2 Termination by the Tenant***

C2.1 If the Property is not fit for habitation and available with vacant possession for the Tenant's occupation within 8 weeks after the start of the Tenancy Period (where the Tenancy Period is for 56 weeks) or on the first day of the Tenancy Period (where the Tenancy Period is for 48 weeks or fewer) the Tenant shall be entitled to terminate this Agreement by giving the Landlord written notice to that effect.

C2.2 If any one or more of the Tenants seeks consent to leave the Property before the end of Tenancy Period, the Landlord may (entirely at their discretion) either:

- (a) Refuse the request, in which case the Tenant will remain bound by this Agreement; r
- (b) Agree to a surrender of the tenancy and agree to grant a new tenancy to the remaining and/or replacement occupiers on similar terms to this Agreement; or
- (c) Agree to release any one of the Tenants from their obligations in this Agreement without releasing the other Tenants.

C2.3 Any agreement by the Landlord under clause C2.2(b) or (c) above, may be subject to any or all of the following conditions:

- (a) the leaver must find a replacement student occupier(s) who is reasonably acceptable to the Landlord and the remaining occupiers;
- (b) the continuing and any replacement occupiers must sign an agreement in similar terms to this Agreement for a period lasting at least until the end of the Tenancy Period;
- (c) before the new agreement mentioned in (b) above comes into effect, and before any replacement occupier

moves into the Property, the Tenant must compensate the Landlord for or rectify to the Landlord's reasonable satisfaction all subsisting breaches of the Tenant's Obligations in this this Agreement;

- (d) any departing occupier, continuing occupiers and any replacement occupier must have agreed and noted in writing how the Deposit is to be dealt with;
- (e) the Tenant must pay the Landlord's costs in consideration of the early termination of the tenancy at the Tenant's request, but the amount claimed must not be higher than the loss suffered by the Landlord as a result of the termination of the tenancy, including any payment to a letting agent in consideration of arranging the termination of the tenancy.

**C3 Effect of Termination**

C3.1 Early termination of this Agreement by either party does not release the Landlord or the Tenant from liability for any breach of the terms of this Agreement before it was ended.

C3.2 Early termination of this Agreement by the Landlord:

- (a) ends the Tenant's contractual right to remain in the Property;
- (b) does not affect the Tenant's statutory rights; and
- (c) does not end the Tenant's liability to comply with the Tenant's Obligations until the Property is returned to the Landlord with vacant possession.

**D GUARANTEE**

- D1 This Agreement is conditional on the Tenant (and if the Tenant consists of more than one person, then each of them) providing a signed guarantee agreement within 14 days of the date of this Agreement.
- D2 The guarantee agreement shall be in the Landlord's standard form, a copy of which is attached to this Agreement, and must signed by a person who is reasonably acceptable to the Landlord to act as guarantor.
- D3 The Landlord may in its discretion waive the obligation to provide a guarantee agreement. The Tenant shall not be entitled to cancel this Tenancy Agreement on the grounds that the Tenant has not provided a guarantee agreement.
- D4 If the Tenant (and if more than one person, each of them) has not provided the signed guarantee agreement within 14 days of the date of this Agreement the Landlord shall be entitled (but not obliged) to terminate this Agreement by giving written notice to the Tenant to that effect PROVIDED that such notice is given before the Tenant takes possession of the Property.

**E SPECIAL LETTING TERMS**

[REDACTED]

Signed By The Landlord.....

Signed By The Tenant.....

Signed By The Tenant.....

Receipt Confirmed by Sulets .....

[Guarantor name and address]

[date]

Dear [Guarantor Name]

**Re: [property]**

We understand that you have agreed to act as guarantor for [Tenant's Name] in relation to the tenancy for the above property.

Enclosed is a copy of the tenancy agreement for your records. You should read this carefully, as it sets out the tenant's obligations that you are being asked to guarantee.

Also enclosed is a guarantee agreement.

In the designated boxes on this agreement please state the Tenant's name, your relationship to the Tenant, then sign and date the guarantee agreement.

The offer of a tenancy agreement is conditional on you completing and returning the guarantee agreement by the deadline. If you do not do this, the property may be offered to someone else.

Thank you for your cooperation.

Yours sincerely

Sulets DMU  
Ground Floor  
Campus Centre Building Mill Lane  
LE2 7DR

## GUARANTEE AGREEMENT for residential lettings

Landlord(s) [name and address]

Tenant [name and address]

Property [address]

Tenancy Period From [date] to [date] inclusive

### Guarantor's Name and Address

[Guarantor's name and address]

### Guarantor to complete

Name of the person whose obligations are being guaranteed

\_\_\_\_\_  
Guarantor's relationship to that person

### IMPORTANT – THIS IS A LEGALLY BINDING DOCUMENT - PLEASE READ BEFORE SIGNING AND TAKE ADVICE IF NEEDED

In consideration of the Landlord agreeing to grant a tenancy of the Property to the Tenant for the Tenancy Period, I (the above-named Guarantor) agree to act as guarantor for the person whose name I have written in the box above. I confirm I have received and had an opportunity to read a copy of the tenancy agreement setting out the main terms agreed between the Landlord and the Tenant.

I will do my best to ensure that the Tenant pays the Rent and performs and observes the Tenant's Obligations in the tenancy agreement (and in any agreement that may replace it under clause C2.1(b)) throughout the Tenancy Period and any period during which the Tenant has a statutory right to occupy the Property, whether or not they are living in the Property.

If the Tenant does not pay the Rent and/or does not observe and perform the Tenant's Obligations, I guarantee that I will pay to the Landlord the Rent and any default charges, damages and other sums the Tenant is liable to pay to the Landlord under the tenancy agreement.

I also promise to indemnify the Landlord against (reimburse) the losses suffered and the expenses incurred by the Landlord as a result of the Tenant's failure to comply with the Tenant's Obligations including (but not limited to) remedying the Tenant's breach, or in connection with or in contemplation of enforcing the Landlord's rights and the Tenant's Obligations, the fees of professional advisors, court fees, and the fees of bailiffs and/or enforcement officers and loss of profit if (due to the Tenant's default) the Property is not fit to re-let immediately at the end of the Tenancy Period or cannot be re-let (despite reasonable efforts) after the Landlord has lawfully terminated the Tenancy Agreement.

I guarantee to pay the Landlord within 14 days of demand (which demand must include an explanation of the amount claimed, with written evidence where applicable) and I agree to pay interest at the rate of 3% above the base rate of the Bank of England on such sums as remain unpaid after 14 days.

If the Tenant consists of more than one person, this guarantee is limited to the obligations of the person whose name I have written in the box above, such that:

- if the person I am guaranteeing has paid a fair proportion of the amount due under the tenancy agreement, I shall not be liable to pay for the same thing; and
- my liability in this guarantee and indemnity is limited to the total liability under the tenancy agreement, divided by the number of persons comprising the Tenant.

**SIGNED** by the Guarantor

**DATE** of signing [                      ]