

## **Guarantors - Your questions answered**

### **What does being a guarantor entail?**

The clauses contained within this agreement explain a guarantor's duties and responsibilities in far more detail, but, in short, you will act as a financial backer for the person(s) named for the duration of their tenancy/occupation contract.

For example, in the event that rent goes unpaid, you agree to promptly pay the sum owed. Similarly, if the property is damaged over and beyond 'fair wear and tear' and the deposit (otherwise known as a "bond") isn't enough to cover the cost of restoring the property to its original condition, you agree to pay the difference if the tenant(s)/contract holder(s) fail to do so.

### **Can anybody act as a guarantor?**

No. The person signing this agreement must be a resident of the UK, a UK property owner **and** over 25 years old. If you do not meet this eligibility criteria, you will be unable to act as a guarantor for this tenancy/occupation contract. **Please contact us urgently on 02920454555 or at [roath@cps homes.co.uk](mailto:roath@cps homes.co.uk) if you believe you do not meet the criteria.**

### **When does the deposit (otherwise known as a "bond") need to be paid?**

The deposit must be paid in full on or before the tenancy agreement/occupation contract signing appointment. Please note that we can only accept payments by debit card or cash.

### **If there's a problem during the course of the tenancy/occupation contract, who is the first point of contact?**

It all depends on who manages the property. Some landlords choose to take care of everything themselves, e.g. collection of rent, maintenance reports and setting up of utility bills, whereas others ask that we manage the property on their behalf. The tenant(s)/contract holder(s) should have been made aware at the time of viewing the property if it was managed by us or the landlord directly. If the landlord is handling everything him/herself, the tenant(s)/contract holder(s) will be provided with their contact details at the time of signing the tenancy agreement/occupation contract.

### **What happens when the tenancy/occupation contract starts and it's time to move in?**

If the landlord manages the property directly, the tenant(s)/contract holder(s) will need to make arrangements with him/her for the collection of keys. For properties managed by CPS Homes, keys are available for collection from one of our branches. Where the property is classed as a House in multiple occupation (HMO), at the time of handing the keys out, we'll book an accompanied check-in inspection with the tenant(s)/contract holder(s). We usually book it for a few days after move-in, allowing enough time for the tenant(s)/contract holder(s) to spot any minor niggles that sometimes occur at the beginning of a tenancy/occupation contract. They can report these issues to us at the inspection and we'll arrange for them to be resolved as quickly as possible. We'll also sign off the inventory at this time, which is a document that lists each room in the property and details every knock, mark, stain and damage that is available to the naked eye. We always remind tenants/contract holders of how important it is to read the document thoroughly before signing it, purely because nobody wants to be blamed for something not caused by them. For non-HMO properties, the inventory will be sent to the tenant(s)/contract holder(s) shortly after collecting keys and they will be given 7 days to make any amendments/ add comments as needed.

### **What is expected of the tenant(s)/contract holder(s) during the course of the tenancy/occupation contract?**

Both landlord and tenant(s)/contract holder(s) have plenty of responsibilities and these are laid out in the pro-forma tenancy agreement/occupation contract provided. In short, the tenant(s)/contract holder(s) must pay the rent on the specified date, pay utility bills and council tax (where applicable) and act in a 'tenant-like manner'.

### **What does acting in a 'tenant-like manner' mean?**

The phrase was originally coined by Judge Denning during a well-known court case back in 1953. It basically means that tenants/contract holders are expected to do small, basic things in and around the property during their occupancy - things that are accepted as being part of everyday life. These include changing light bulbs, replacing fuses, unblocking toilets/sinks, re-pressuring a combi boiler having been given instructions on how to do so, and ensuring the property is kept well ventilated, especially during cold weather, in order to prevent the build-up of condensation mould.

### **What documents does the guarantor need to provide?**

As a guarantor, you will be required to provide a form of current valid photo ID and a proof of address dated within the last 6 months. Please refer to the list of IDs for more information about what we can accept as documents not listed on it will not be considered acceptable.

**IMPORTANT NOTICE**

This Guarantor Agreement creates a binding, legal contract. If you do not fully understand the nature of the agreement, it is recommended that you take independent legal advice before signing.

## **Guarantor Agreement for residential lettings**

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**General Notes**

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

- This agreement is for use with the letting of residential property and their associated tenancies/occupation contracts. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant/contract holder.
  - It is essential that a copy of the proposed tenancy agreement/occupation contract is attached to the Guarantor Agreement and that the Guarantor is given adequate opportunity to read both documents before signing.
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**CPS Homes Guidance Notes**

- The Guarantor must be a resident of the UK, a UK property owner and over 25 years old.
  - The Guarantor must provide a copy of photographic ID (passport, driving license or similar) and Proof Address (e.g. utility bill, building insurance policy, mortgage statement or similar) dated within the last 6 months.
  - The completed form, along with aforementioned photographic ID and proof of address, should be returned via e-mail to [roath@cpshomes.co.uk](mailto:roath@cpshomes.co.uk) prior to the signing of the tenancy agreement/occupation contract. Without it, the signing cannot proceed. If returning via e-mail is not possible, please post to CPS Homes, 66 Albany Road, Roath, Cardiff, CF24 3RR.
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This agreement is made between the Guarantor and the Landlord. It applies specifically to the tenant(s)/contract holder(s) named below.

**Property:**

**Tenant(s)/Contract holder(s):**

**Guarantors' names:**

**Guarantors' address:**  
(The property the guarantor owns)

**Guarantor's postal address:**  
(This is applicable only if the guarantor does not live at the address of the property they own)

**Guarantors' Telephone number:**

**Guarantors' E-mail address:**

**Guarantor's relationship to the tenant/contract holder:**

**Landlord name:**

**Landlord's address:**

**Proposed Tenancy/Occupation Contract commencement date:**

*Where the information above is not known, please do not leave it blank. You can email [roath@cps homes.co.uk](mailto:roath@cps homes.co.uk) to obtain the missing details or call the office on 02920 454555 to get an instant answer.*

1. The Landlord agrees to let the Property to the Tenant(s)/Contract Holder(s). In consideration of this, the Guarantor agrees to act for the Tenant(s)/ Contract Holder(s) should he/they fail, for any reason, to meet the financial commitments arising from the Tenancy Agreement/Occupation Contract entered into in respect of the Property.
2. This Guarantor Agreement refers to the current tenancy/occupation contract being undertaken and any extension or renewal of that tenancy/occupation contract. All references to the Landlord herein shall be deemed to include the Landlord's Agent or any person authorised to act on the Landlord's behalf.
3. From the date of this agreement, the Guarantor undertakes to pay the Rent to the Landlord within 10 days of receipt of a written demand from the Landlord or his Agent addressed to the Guarantor, if the Tenant/Contract Holder has not paid the amount being demanded when it was due under the Tenancy Agreement/Occupation Contract.
4. On demand, The Guarantor shall pay and make good to the Landlord all reasonable losses and expenses of the Landlord incurred as a result of default by the Tenant/Contract Holder in the performance or observance of the Tenant's/Contract Holder's covenants under the Tenancy Agreement/Occupation Contract. Any failure of the Landlord in demanding or collecting the Rent when it falls due, and any time to pay which may be given to the Tenant/Contract Holder by the Landlord, shall not release the Guarantor or in any way affect the liability of the Guarantor under this agreement/occupation contract. Should the Guarantor die during the currency of this agreement, the Guarantor's estate will be liable as surety and co-principal debtor.
5. In regards to liability for unpaid rent, the Guarantor is responsible for the maximum total monthly rent divided equally by the number of occupants/contract holders.
6. Where the Rent, or any portion of it, is paid by Local Housing Allowance or any other benefit scheme, the Guarantor agrees to pay the Landlord the amount of any claims arising from overpayment, which may be made by the local authority in relation to the specified Tenant(s)/Contract Holder(s). Such overpayments may occur at any time, either during the tenancy/occupation contract or within six years thereafter.
7. If the tenancy/occupation contract is for a fixed term, this agreement applies for the whole of the term and is not revocable during that term.
8. If the tenancy/Occupation Contract is periodic or has become periodic by agreement or the operation of law (including the creation of a substitute contract as defined in term 2 of this agreement), this agreement may be terminated by the Guarantor's written notice, subject to the Contract-Holder(s) vacating at the earliest legally permissible date required for possession. If the Contract-Holder(s) fails to vacate on this earliest legally permissible date, the agreement shall continue until the contract between the Contract-Holder(s) has been deemed as ended by both parties or as a result of correctly following legal procedures/ relevant procedures outlined in the tenancy agreement/Occupation Contract.
9. It is agreed that there shall be no right to cancel this Agreement once the occupation contract has been signed and executed, and The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 shall not apply in this case.
10. CPS Homes requires the information provided by the Guarantor as a legitimate interest to the Landlord/CPS Homes in protecting themselves against loss to the Property. Additionally, in order for the Tenant(s)/Contract Holder(s) to enter into a tenancy agreement/occupation contract, the Guarantor may require a credit check, in which case the information is contractually required. For further information on how CPS Homes stores and processes personal information, as well as consumer rights, please refer to our Privacy Policy at [cpshomes.co.uk/privacy](http://cpshomes.co.uk/privacy).

**\*Please ensure you have already provided all of the following to CPS Homes when signing this agreement:**

**A valid form of Photo ID (passport, or driving license)**

*Please refer to the next page for a list of documents we can accept*

**Current proof of address (e.g. utility bill, mortgage statement, building insurance policy or similar) dated within the last 6 months**

*Please refer to the next page for a list of documents we can accept*

**Consent to Credit Check for reference purpose (confirmed by signing this agreement)**

**Last 3 years of Address Information (if requested)**

By signing this agreement as guarantor you are confirming you have read the Tenancy Agreement/Occupation Contract prior to the signing of the Tenancy Agreement/Occupation Contract and are signing this Guarantor Agreement with full understanding of your commitment under this agreement.

You can find a copy of the pro forma occupation contract here:

Managed: <https://www.cps homes.co.uk/resources/files/downloads/managed-template-contract---do-not-sign.pdf>

Let only: <https://www.cps homes.co.uk/resources/files/downloads/let-only-template-contract--do-not-sign.pdf>

**I confirm I own the property I have listed as my home address within this agreement.**

**SIGNED by GUARANTOR:**

**Name:**

**Signature:**

**Date:**

**SIGNED by LANDLORD OR LANDLORD'S AGENT:**

**Name:**

**Signature:**

**Date:**

**Guarantors** must provide one proof of identity, alongside one proof of address. Please see list of accepted documents below.

<u>Accepted proof of photographic identity documents</u>	<u>Accepted proof of address documents</u> <b>(must be dated within the last 6 months)</b>
Valid (signed) full passport	Current valid photocard or paper driving licence (provisional acceptable) showing current address <i>Please note that a photocard driving license cannot be used as both proof of address and as an accepted proof of identity at the same time</i>
Valid national ID card	Bank, building society or credit union statement, including an annual statement
Current biometric residence permit issued by UK Border Agency	Home service provider/ utility bill/ utility statement or certificate/letter from a supplier of utilities <i>Please note mobile phone bills will not be accepted.</i>
Valid photocard driving licence (provisional acceptable). <i>Please note that a photocard driving license cannot be used as both proof of address and as an accepted proof of identity at the same time</i>	Local authority tax bill/ council tax bill
Valid firearms license	Current TV licence
<b>International applicants:</b> All international applicants will need to provide a copy of their visa or proof of residence status if applicable	Copy of the Land Registry obtained in the last 6 months. You can obtain a copy here: <a href="https://www.gov.uk/search-property-information-land-registry">https://www.gov.uk/search-property-information-land-registry</a>
<b>Don't have a photographic ID?</b> Please provide a copy of UK birth certificate/medical card/blue disabled drivers pass and one items from the list of Accepted proof of address. This will mean that two items from the Accepted proof of address documents will need to be provided in total alongside the UK birth certificate <b>or</b> Please provide two items from the list of Accepted proof of address documents. This will mean that three items from the Accepted proof of address documents will need to be provided	Current mortgage statement <i>Please note that the address of the property the guarantor owns noted on the guarantor form and address the mortgage applies to must be the same</i>  Homeowner's current home insurance policy schedule  HMRC letter <i>Please note this needs to be addressed to the named guarantor and to the guarantor's address</i>  Benefit or pensions notification letter confirming the right to benefit