

We will accept anyone as a guarantor who is earning £20,000+ a year, or a combined income of £30,000+ or more. We can also accept someone who is retired if they can prove that the monthly rent payments can be covered should the tenant default.

In addition to completing the attached guarantor form we require three copies of evidence **FROM EACH GUARANTOR** that they are able to fulfil the payment obligations should the need arise, as detailed below:

**1. Proof of Address: i.e. bank statement, utility bill.**

**2. Proof of ID and signature:** Copy of Passport (& visa if overseas)

**3. Proof of Income:** If you are employed by a company, please provide **ONE** of the following:-

- Employers letter showing annual wage
- P60
- Copies of the last 3 consecutive bank statements

**3a. If you are self employed please provide either of the following:-**

- A letter from the company accountant stating income in the last 2 years
- The last consecutive 6 months bank statements

The tenants named on the tenancy agreement cannot act as witness to this guarantor form.  
We will accept a neighbour, friend or work colleague.

**NB: WE MUST BE IN RECEIPT OF THE ORIGINAL COPY OF THE GUARANTOR BEFORE WE  
ALLOW THE TENANTS TO MOVE IN**

If you have any queries regarding this tenancy, please refer to the FAQs on page 2 of this document. If your query is not covered in this document, please do not hesitate to contact us on 029 20 30 30 40 or [post@imperialservices.co.uk](mailto:post@imperialservices.co.uk)

## FAQS FOR GUARANTORS

### **What is a holding deposit?**

This is sometimes called an agency fee as it covers the overhead business costs involved in introducing the tenant to the property.

### **What is the purpose of a bond?**

The bond is a form of security for the landlord with regards to damage within the property. Damage is determined by the comparison of the move in inventory to the move out inventory and the difference is drawn up into a damage report. The costs are then determined based on the amount of damage per item. When the tenants move in, an inventory is issued and they are given a copy to check for themselves if there is any damage we haven't already noticed and they don't want to be responsible for. When the tenants move out, we inspect the property to carry out a move out inventory.

### **How much will the bond be?**

Bond can vary from property to property and landlord to landlord, although the market values are between 1.5 and 3 month's rent.

### **What is the rent payment structure and how is it paid?**

A breakdown has been given to the prospective tenants detailing the relevant payments according to that particular property. This breakdown is based on when students receive their loans or are likely to have an income i.e. Summer holiday employment.

### **Will I have to pay rent in the summer if I don't live there?**

Some Landlords in student accommodation grant a reduction in rent providing the tenants don't live there. If the tenants choose to occupy the house, they have to pay full rent from that date.

### **When can the tenants move in (if paying reduced summer rent)?**

1<sup>st</sup> September. If the tenants need to move in before that date, all they have to do is pay the balance of rent so that they are paying full rent during the summer period.

### **What do I have to do regarding the rent payment?**

The rent payment should be paid into the bank. Details of which will be given to the tenant when they sign the contract. It is their responsibility to ensure the standing order is set up and the payment plan they'd like to choose. The payments can come from your account direct if you are paying on the tenant's behalf.

### **Why do I have to be a guarantor?**

Even if you are paying the rent on behalf of the tenant, because the tenancy agreement is in the tenant's name and students don't have a regular income, we have to offer some protection to the landlord that payments will be made to honour the tenancy agreement. This document is legally binding and means that, should they default in rent payments, you will become responsible for the arrears. You will need to authorise this document (which is a printed document already given to the tenant) and have it witnessed by someone other than a family member (next door neighbour or work colleague is fine).

### **What happens if the other tenants fail to pay their rent?**

We take a guarantor for each tenant and, should the tenant default in rent payments, each guarantor will become responsible for the tenant's rent. In the most extreme of cases, if it transpires that due to unforeseen circumstances they are unable to pay the rent, the responsibility will fall between the other tenants named on the tenancy agreement. This however, is a rare occurrence.

### **Why can't all the tenants sign separate contracts instead of a group contract?**

This is mainly for council tax purposes. Because council tax is charged on the house and not on the tenant, in order for exemption to be granted on the property we require the council tax exemption certificates from all students for us to organise the exemption. If the tenants were on separate contracts and some tenants within the group hadn't handed in their exemption certificates, council tax would be due on the property and the landlord would have to pay. As stated in the tenancy agreement, all students agree to pay council tax unless exemption can be given. We are prepared to ensure council tax is granted on a joint tenancy if the exemption certificates from all tenants are given into our office prior to vacating the property.

### **Are you a member of ARLA?**

ARLA is the Association of Residential Letting Agents. We have been an independent letting agent for 20 years but we are always looking to continue in professional development and are in the process of arranging this partnership.

**IMPORTANT NOTICE**

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

# GUARANTOR AGREEMENT

## For Residential Lettings

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General Notes

- This agreement is for use with the letting of residential property and their associated tenancies. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant. Practitioners are advised to read the guidance notes that accompany this agreement.
  - It is essential that a copy of the proposed tenancy agreement is attached to the Guarantor Agreement and that the Guarantor is given adequate opportunity to read both documents before signing.
  - If the guarantor is not able to be present, in person, to sign the guarantee it is recommended that the guarantee is signed at least seven days before the tenancy is due to start.
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THIS AGREEMENT is made BETWEEN the Guarantor and the Landlord.

**Tenant(s) Name:**

**Guarantor Name:** \_\_\_\_\_ **Occupation:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Contact telephone numbers: Home** \_\_\_\_\_ **Mobile** \_\_\_\_\_  
**Work** \_\_\_\_\_ **E-Mail** \_\_\_\_\_

**Guarantor Name:** \_\_\_\_\_ **Occupation:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Contact telephone numbers: Home** \_\_\_\_\_ **Mobile** \_\_\_\_\_  
**Work** \_\_\_\_\_ **E-Mail** \_\_\_\_\_

**Landlord(s):**  
**Address:** c/o Imperial Services, 164a Richmond Rd, Cardiff. CF24 3BX  
**Property:**

**Please state your relationship to the tenant**

**Proposed Tenancy Start Date**

1. The Landlord agrees to let the Property to the Tenant(s). In consideration of this, the Guarantor agrees to act for the Tenant(s) should he/they fail, for any reason, to meet the financial commitments arising from the Tenancy Agreement entered into in respect of the Property.
2. This Guarantor Agreement refers to the current tenancy being undertaken and any extension or renewal of that tenancy. 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. The Guarantor undertakes to pay to the Landlord from the date of this Agreement from time to time the Rent within 10 days of receipt of a written demand from the Landlord or his Agent addressed to the Guarantor if the Tenant following demand has not paid the amount being demanded when it was due under the Tenancy Agreement.
4. The Guarantor shall pay and make good to the Landlord on demand all reasonable losses and expenses of the Landlord incurred as a result of default by the Tenant in the performance or observance of the Tenant's covenants under the Tenancy Agreement. 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 by the Landlord shall not release the Guarantor or in any way affect the liability of the Guarantor under this agreement. Should the Guarantor die during the currency of this agreement, the Guarantor's estate will be liable as surety and co-principal debtor.
5. Where the Rent, or any portion of it, is paid by housing benefit or other benefit scheme, the Guarantor agrees to pay the Landlord or Agent for the amount of any claims arising from overpayment, which may be made by the local authority in relation to the specified Tenant(s). Such overpayments may occur at any time, either during the tenancy or within six years thereafter.
6. If the tenancy is for a fixed term, then this guarantee applies for the whole of the term and is not revocable during that term.
7. If the tenancy is periodic or has become periodic by agreement or the operation of law, then this guarantee may be terminated by written notice by the Guarantor subject to the Tenant vacating at the earliest legally permissible date required for possession. If the Tenant fails to vacate on this earliest date then the guarantee shall continue until the Tenant vacates.
8. It is agreed that there shall be no right to cancel this Agreement once the tenancy has begun and the Consumer Protection (Distance Selling) Regulations 2000 shall not apply in this case.

**SIGNED BY GUARANTOR:**

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

Please state your relationship with the tenant: \_\_\_\_\_

**SIGNED BY WITNESS:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness Signature: \_\_\_\_\_

**SIGNED by the Landlord / Agent:**

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

# ASSURED SHORTHOLD TENANCY AGREEMENT

## For letting a residential dwelling

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### Important Notes for Tenants

- ◆ This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- ◆ Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually.
- ◆ If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

### General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured short hold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.

### More Information

For more information on using this tenancy agreement please refer to the 'Letting Information Point' on The Letting Centre website.  
Website address: [www.letlink.co.uk](http://www.letlink.co.uk)

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THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured short hold tenancy within the meaning of the Housing Acts

**Date:**

**Landlord(s):**

**Landlord's Agent: IMPERIAL SERVICES**

**Imperial House  
164 Richmond Road  
Cardiff**

*Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address*

**Tenant(s):**

**Property: The dwelling known as:**

**Contents: The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory**

**Term: For the term of \_\_\_\_\_ months  
commencing on**

**Rent: £ \_\_\_\_\_ per calendar month**

**Payment: in advance by equal payments on the 1st of each month In the case of student tenancies the payments are broken down into termly payments.**

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above
2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this agreement. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation
3. **The Tenant agrees with the Landlord:**

**Rent & charges**

- (3.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent
- (3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric and telephone (if any) relating to the Property, where they are incurred during the period of the agreement, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services stated above. It is the Tenants liability to contact all the Utility companies and the City council with meter readings taken on the start date of the Tenancy.

**Use of the property**

- (3.3) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property except that during the fixed term of the tenancy the Tenant may assign or sublet with the Landlord's express consent which will not be unreasonably withheld. Such consent, as a variation of the tenancy agreement to be agreed in writing
- (3.4) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so
- (3.5) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property
- (3.6) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises

- (3.7) Not to keep any cats or dogs at the property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent, not to be unreasonably withheld. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord
- (3.8) Not to use the Property for any illegal or immoral purposes
- (3.9) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached

**Repairs**

- (3.9a) During the months of July and August the Landlord requires access to the property in order to carry out repairs and maintenance. In addition to this if improvements are necessary including decoration these works will be carried out given notice of 2 weeks.
- (3.10) Not to damage the Property and Contents or make any alteration or addition to the property without the written permission of the Landlord
- (3.11) To keep the interior of the Property and the Contents in good and clean condition and repair at least as good a condition as they were at the commencement of the tenancy, with fair wear and tear excepted and to keep the Property reasonably aired and warmed
- (3.12) To immediately pay the reasonable costs reasonably incurred by the Landlord or his Agent in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant or at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property
- (3.13) That the Landlord or any person authorised by the Landlord may at reasonable times of the day on giving reasonable notice (unless in the case of an emergency) enter the Property for the purpose of viewing its condition and state of repair or for the purpose of repair or repainting. Normally, notice will be between 5.30 and 6.30 the evening prior to the day of the appointment using telephone numbers that have been given on application forms. It is the tenant's responsibility to advise the Landlords agent of any change of telephone number.
- (3.14) To keep the gardens (if any) driveways, pathways, lawns, hedges and rockeries as neat tidy and properly tended as they were at the start of the tenancy and not remove any trees or plants
- (3.15) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or their guests
- (3.16) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord
- (3.17) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property
- (3.18) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage
- (3.19) To take all reasonable precautions to prevent damage by frost
- (3.20) In order to comply with the Gas Safety Regulations, it is necessary:
- a) that the ventilators provided for this purpose in the Property should not be blocked
  - b) that brown or sooty build up on any gas appliance should be reported immediately to the Landlord or Agent
- (3.21) Not to cause any blockage to the drains, pipes, sinks or baths
- (3.22) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent
- (3.23) That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary

**Other tenant responsibilities**

- (3.24) Within seven days of receipt thereof to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice order or proposal relating to the Property (or any building of which the Property forms part) given made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority
- (3.25) To pay the Landlord fully for any reasonable costs or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement
- (3.26) Within the period of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice
- (3.27) To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the rent is paid, to notify the Landlord or his agent, and to allow him access to the property in order to secure it where necessary
- (3.28) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, has shown no intention to return, the Tenant is deemed to have surrendered the Tenancy. This means that the Landlord may take over the Property and re-let it

**End of tenancy**

- (3.29) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy
- (3.30) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy
- (3.31) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned

**4. The Landlord agrees with the Tenant that:**

- (4.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the rent due or be in breach of the Tenancy Agreement
- (4.2) The Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured
5. Subject to the condition that a Landlord must obtain a court order for possession of the Property before re-entering the premises; if the Tenant does not:
- (a) pay the rent (or any part of it) within 14 days of the date on which it is due; or
- (b) comply with the obligations set out in the agreement,
- then the landlord may re-enter the Property and end the Tenancy.

**This right must be exercised in the correct way through the Courts and only the Court can order the Tenant to give up possession of the Property**

6. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)
7. In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:
- "The Landlord" includes the persons who during the period of the tenancy have a legal interest in the property

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. Joint and several liability means that any one of the members of a party can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations

8. The parties agree:

- (8.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home
- (8.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988
- (8.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served in accordance with section 196 of the Law of Property Act 1925 (see note 5)

9. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

The following terms apply only if you are being allowed to pay a reduced rent should you not be living in the accommodation during July and August

**IT IS AGREED THAT THE LANDLORD IS ALLOWED TO SUB-LET THE PROPERTY DURING JULY AND AUGUST IN ORDER TO MAKE UP THE LOSS OF RENT DURING THESE MONTHS. IF THE PROPERTY IS NOT SUB-LET, THE TENANTS NAMED ON THIS AGREEMENT WILL NOT BE RESPONSIBLE FOR ANY ADDITIONAL RENT FOR JULY OR AUGUST PROVIDING THE PROPERTY IS UNOCCUPIED BY THE NAMED TENANTS ON THIS AGREEMENT.**

**THE FIRST SCHEDULE** *(attach a separate sheet if necessary)*

**Special conditions:**

**SIGNED by the LANDLORD(s) :-**

(or the Landlord's Agent)

\_\_\_\_\_

**In the presence of :-**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Occupation: \_\_\_\_\_

Witness Signature \_\_\_\_\_

**SIGNED by the TENANT(s) :-**

\_\_\_\_\_

**In the presence of :-**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Occupation: \_\_\_\_\_

Witness Signature \_\_\_\_\_