



## INFORMATION FOR GUARANTORS

### WHAT IS A GUARANTOR?

A Guarantor supports a contract holder's application for a rental property. A guarantor will agree to take joint responsibility for the rent for the property if the contract holder fails to. Guarantors are required to pay any rent arrears (if the contract holder does not pay) and for any damages costing more than the deposit.

### WHAT DOES A GUARANTOR NEED?

A guarantor needs to go through the same credit checking process as a contract holder. The normal requirement is that they are employed with sufficient earnings to cover the contract holder's rental commitment OR are a homeowner.

You will be required to provide

- Proof of income or homeownership
- Photographic ID
- Proof of address E.g. Recent utility bill

### WHAT SHOULD I DO AS A GUARANTOR?

You must carefully consider the financial position of the applicant and whether or not they will be able to meet his/her financial commitments under the contract, especially whether or not the contract holder is able to pay the rent. You should also consider whether they are likely to behave in a responsible way and comply with the other obligations under the tenancy, e.g. not to damage the property. You must realise that you will be agreeing to stand behind the contract holder and make sure they keep their promises under the standard contract.

At the end of the contract, a checkout inspection is undertaken to ensure the property is returned to inventory standard. You will be invited to attend this checkout alongside the contract holder if you would like. This checkout is then forwarded to the landlord to allow for the release of the bond. Should there be any cost incurred to the landlord due to damages at the property that are not covered by the bond amount, please be aware that you will be liable for these costs.

### IMPORTANT WARNING TO INTENDED GUARANTORS:

By signing the Guarantor Agreement document, you agree to ensure that the Contract Holder does everything they have promised to do under his/her Standard Contract including paying the Rent and other obligations. This means that if the Contract Holder fails to pay Rent on time or causes damage to the property you will have to pay instead. You agree to be the Guarantor for the applicant for the entirety of their time as a Contract Holder; should you wish to revoke your status as the guarantor the Contract Holder will be responsible for submitting details of a new guarantor to the agency. During this time your responsibilities as guarantor remain until a suitable replacement is agreed.

**The guarantor must either be a homeowner or working and earning £25,000 or over per annum.**

The Guarantor must provide proof of ownership of their property. If there is more than one owner of the property then each person must provide photo ID, proof of address, proof of earnings and both must sign the Guarantor form.

**PLEASE NOTE - THE PACK WILL ONLY BE ACCEPTED IF ALL THE REQUESTED DOCUMENTS FOR BOTH TENANTS AND GUARANTOR ARE GIVEN TO THE AGENCY WITHIN THE 7 DAY APPLICATION PERIOD. INCOMPLETE APPLICATIONS WILL BE DISREGARDED.**

**Your rights**

You have the right at any time to:

- Ask for a copy of the information about you held by us in our records;
- Require us to correct any inaccuracies in your information;
- To request a full copy of our Data Protection Notice.
- To request a complaints form at any time.

**PLEASE NOTE WE WILL REQUIRE THE FOLLOWING DOCUMENTATION TO COMPLETE YOUR APPLICATION:**

1. A recent copy of the passport or driving licence for all applicants
2. Proof of income e.g. pay slip, letter from Benefits Dept or Tax Credits and 3 months current banks statements
3. Proof of property ownership e.g. mortgage statement, letter or property deeds

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**WE WILL NOT DEAL WITH YOUR APPLICATION IF ANY OF THE ABOVE IS NOT SUPPLIED.**

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**ALL BOXES MUST BE COMPLETED, PLEASE ALLOW 7 WORKING DAYS ONCE SUBMITTED BEFORE CONTACTING US FOR A DECISION.**

# South Wales Property Investors and Lettings



Investing in the future *of Wales* Tel: 01443 806000

## GUARANTOR APPLICATION FORM

A copy of this form must be completed by each intended guarantor over 18 years of age and returned to:

**PLEASE READ THIS FORM CAREFULLY AND FILL OUT EVERY SECTION.  
YOUR APPLICATION WILL NOT BE CONSIDERED IF THIS FORM IS INCOMPLETE.**

|  |                       |                        |  |
|--|-----------------------|------------------------|--|
| <b>(Mr/Mrs/Ms) Surname:</b>  |                       | <b>First name(s):</b>  |  |
| <b>Mobile Tel:</b>   | <b>Secondary Tel:</b> | <b>Date of birth:</b>  |  |
| <b>Email:</b>  | <b>Nationality:</b>   |                        |  |
| <b>Photo ID:</b>   |                       |                        |  |
| <b>CURRENT ADDRESS DETAILS</b>   |                       |                        |  |
| <b>Full Address:</b>   |                       |                        |  |
| <b>Postcode:</b>   |                       |                        |  |
| <b>Owner/tenant/other (specify):</b>   |                       | <b>How long there:</b> |  |
| <b>Landlord/Agent Name:</b>  |                       |                        |  |
| <b>Address:</b>  |                       |                        |  |
| <b>Postcode:</b>   | <b>Tel:</b>           | <b>Email:</b>          |  |
| <b>If less than 3 years at the above address you <u>MUST</u> complete the following:</b> |                       |                        |  |
| <b>Previous Address:</b>   |                       |                        |  |
| <b>Postcode:</b>   |                       |                        |  |
| <b>Owner/tenant/other (specify):</b>   |                       | <b>How long there:</b> |  |
| <b>Landlord/Agent Name:</b>  |                       |                        |  |
| <b>Address:</b>  |                       |                        |  |
| <b>Postcode:</b>   | <b>Tel:</b>           | <b>Email:</b>          |  |

**CURRENT EMPLOYER DETAILS**

If you are not in employment, please also indicate this below.

Name:

Address:

Postcode:

Tel:

Email:

Position held:

Date commenced:

Annual Salary:

Contact Name:

Position:

**INCOME DETAILS**

Please give details of your income and how often payment is received. You must provide at least one months' proof of this income if basing the guarantee on your property, regardless of your current employment position, and three months proof if you are providing a guarantee based on your earnings.

Income name (i.e Salary, DLA, Universal Credit etc):

Amount received:

Frequency of payment (i.e monthly, weekly, etc):

£

£

£

£

### GENERAL DETAILS

Have you, or any other joint applicants been insolvent, bankrupt, made arrangements with creditors or been involved in any criminal or civil court proceedings in the last six years? If yes, please give details on the notes section at the end of this pack.

Yes/No

Have you ever had any County Court Judgements against yourself? If yes, please give details on the notes section at the end of this pack.

Yes / No

Have you read, understood and signed the guarantee agreement (attached)?

Yes / No

### DECLARATION

#### Declaration

I confirm that the information supplied by me in this application is true and complete to the best of my knowledge and I understand that providing false or misleading information may lead to my application being refused.

I understand that the information provided here will be retained and used only as necessary and for a specific purpose in accordance with the General Data Protection Regulation (GDPR) as set out in the privacy notice supplied by the Landlord/Agent.

I understand this does not represent any offer or contract of any nature.

I further understand that if you decline to offer a tenancy no explanation need be given.

I authorise the Landlord/Agent named at the beginning of this application form to make whatever enquiries, including a credit check, they deem necessary in connection with this application.

I consent to a credit check being carried out in relation to myself which will be conducted on the Landlord/Agent's behalf by: **LettingRef**

It is important that you enclose all the items listed on page one, failure to provide any information or complete the form correctly will result in your application being automatically rejected.

In accordance with the data protection act, if you do not wish your personal details to be passed to an outside agency, then please tick the box

Signed by Guarantor:

Date:

**Notes/Additional information may be included here.**

**Please use the space below to give details of any further information you wish to add:**

# South Wales Property Investors and Lettings



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## Guarantee agreement for residential Standard Contracts

**Date:**

### **PARTIES**

#### **The Landlord (Agent)**

Of ... 111 Bute Street, Treorchy, Rhondda Cynon Taff, CF42 6AU

#### **The Contract Holder: (Name/s)**

Of (Current Address)...

#### **The Guarantor: (Name of each Guarantor)**

Of (Guarantor's address)...

#### **The Property (Property which you have applied for)...**

**The Agreement:** The tenancy agreement entered into between the Landlord (Agent) and the Contract Holder dated . . . . . And any renewal, amendment or variation of it and any new or further agreement granting a Standard Contract which is entered into between the Landlord and the Contract Holder.

## **IT IS AGREED AS FOLLOWS:**

1. In consideration of the Landlord (Agent) granting the Contract Holder a Standard Contract of the Property upon the Terms of the Agreement the Guarantor guarantees:
  - 1.1 The payment by the Contract Holder of the rent and any other monies lawfully due to the Landlord under the Agreement; and
  - 1.2 The performance and observance by the Contract Holder of all the other terms contained or implied in the Agreement.
2. The Guarantor covenants with the Landlord (Agent) as follows:
  - 2.1 If the Contract Holder defaults in the payment of the rent or any other monies lawfully due to the Landlord under the Agreement I/we will promptly upon written demand by the Landlord pay to the Landlord the full amount owing from the Contract Holder.
  - 2.2 If the Contract Holder defaults in the performance or observance of any of the terms contained or implied in the Agreement, I/we will promptly upon written demand by the Landlord pay to the Landlord all reasonable losses, damages, expenses and costs which the Landlord has reasonably incurred because of the Contract Holder's breaches.
3. It is agreed that this Guarantee cannot be revoked by the Guarantor:
  - 3.1 For so long as the Standard Contract created by the Agreement continues; or
  - 3.2 during the continuance of any renewal or further Standard Contract entered into expressly or impliedly between the Landlord and the Contract Holder.
4. This Guarantee is not to be revoked by:
  - 4.1 The death of the Guarantor [or any of the Guarantors]; or
  - 4.2 The death of the Contract Holder [or any of the Contract Holders]; or
  - 4.3 The bankruptcy of the Contract Holder [or any of the Contract Holders].
5. This Guarantee continues in operation:
  - 5.1 Notwithstanding any alteration of the terms of the Agreement including any increase in the amount of the rent payable for the Property; and
  - 5.2 in relation to any renewal, new or further Standard Contract entered into between the Contract Holder and the Landlord; and
  - 5.3 In relation to any statutory periodic Standard Contract which may arise in the Contract Holder's favour under the Housing Act 1988; and
  - 5.4 Notwithstanding that the Agreement may be terminated during the term by agreement, court order, notice, re-entry, forfeiture or otherwise; and
  - 5.5 Notwithstanding any arrangement made between the Landlord and the Contract Holder (whether or not with the Guarantor's consent) nor by any indulgence or forbearance shown by the Landlord to the Contract Holder.
6. This Guarantee constitutes the Guarantor as principal debtor.
7. Any demand by the Landlord under the terms of this Guarantee shall be validly made if sent by registered or recorded delivery post or left at the address(es) specified above as The Guarantor's address or such other address(es) as the Guarantor may notify to the landlord.
8. Where there is more than one Guarantor, the Guarantor's obligations will be joint and individual.
9. Where there is more than one Contract Holder, references in this Guarantee to 'the Contract Holder' shall be construed as referring to all or both or either or any of the persons so named.



**SIGNED AS A DEED**

BY THE LANDLORD: (AGENT) *(Signature of landlord)*

IN THE PRESENCE OF: *(Signature of witness)*

**SIGNED AS A DEED**

BY THE GUARANTOR(S): *(Signature of guarantor)*

IN THE PRESENCE OF: *(Signature of witness)*

**Please note all guarantors must provide us with the following documents:**

- 1 – Photo Id.**
- 2 – Recent Utility Bill.**
- 3 – Proof of one month's earnings.**
- 4 – Proof of ownership of your property. E.g. Recent mortgage statement, title deeds or solicitor letter to show the property is owned by the guarantor(s)**