

# ***Cobb Amos***

## **Residential Lettings Department**

This is a legal document which should be read with care.  
If you do not understand it, seek legal advice before signing.  
This document must be completed in your own handwriting.

## ***Guarantors Application***

Cobb Amos may charge a guarantor's 'Application Fee'. This fee is to cover the costs of processing this application. All such fees are non-refundable once payment has been received.

**All guarantors are advised that, if acceptable, you, the 'guarantor', will be responsible for paying the tenants rent in full or part should the tenant fail to pay the amount agreed in the tenancy agreement for the period of time set out in said agreement or period of time that the property is occupied by the tenant, whichever is the greater. You will also be responsible for the costs of any damage done to the property whilst tenanted and any other matter where the tenant is in breach of their agreement and a financial penalty is incurred.**

*Housing Benefit Tenant:* If applying to stand as a guarantor for a tenant who believes themselves to be entitled to Housing Benefit, you are advised that the submission of a Housing Benefit claim is **not** proof that the tenant will receive help paying their rent. Should their claim be successful and Housing Benefits agree to pay the claim, it is possible that the allowance awarded will not cover the agreed rent, and the tenant will be liable for any shortfall. Should they fail to pay the shortfall, you, the guarantor, will become responsible. At anytime during the claim, Housing Benefits can stop payment. They can, should sufficient grounds exist, request that all applicable funds paid-to-date be refunded. Where the tenant is unable to meet this request you, as guarantor, will once again become liable.

**Guarantor's Agreement**

This agreement sets out the basis of your undertaking. Please read this very carefully before signing. Should your application be successful and the tenancy proceed, we may provide you with another copy of this agreement for your records. If you have any questions about your commitment, you should ask a member of staff before signing this agreement and submitting this application.

To \_\_\_\_\_ (landlord's name)

(Hereinafter called the "Landlord", which expression includes the landlord's successors in title and/or by assignment)

I/We \_\_\_\_\_ (guarantor's name)

(Hereinafter called the "Guarantor")

Of: \_\_\_\_\_ (guarantor's address)

Request you to enter into the proposed agreement ("The Agreement") which is expressed to be between yourselves on the one part and \_\_\_\_\_ hereinafter called "the Tenant", of the other part relating to the letting of \_\_\_\_\_ at a rent of \_\_\_\_\_ per calendar month and, in consideration of your so doing, I/We hereby (jointly and severally) undertake and agree with you as follows:

- That the Tenant shall promptly pay the agreed rent each month in the manner aforesaid and shall perform and observe all the agreements on the part of the Tenant contained herein
- That I/we shall encourage the tenant to closely observe and perform all of his/her obligations as described in the tenancy agreement, as aforesaid. This duty will in no way release or exonerate or in any way affect the liability of the Guarantor(s) under this indemnity
- That, in the case of the tenant defaulting in the payment of such rent, or in his/her failure to perform or observe the terms of the tenancy agreement, as aforesaid, I/we shall pay on demand and make good to the Landlord all losses, damages, costs and expenses thereby arising or incurred providing that the landlord has not neglected to, or refrained from, endeavouring to obtain payment of the rent reserved by the agreement, when the same becomes payable.
- That the provisions of this indemnity shall apply to any increased rent and/or to any continuation, extension, renewal or re-grant of the tenancy created by the agreement whether by operation of the law or by agreement between the landlord and the Tenant or otherwise, as if this indemnity were incorporated, in full, in 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 the rent reserved by such continued, extended, renewed 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.
- Where the tenancy to be undertaken forms part of a 'multiple-let', the Guarantor hereby undertakes to be responsible for all parties to the agreement, to the same extent as detailed above.

Dated this	day of	20
Signed: _____		
(Signature of Guarantor)		
<b>Witness:</b>		
Signed: _____	Address: _____	
Print Name: _____	_____	
Date: _____	_____	

**Declaration.** All applicants are advised to read the following very carefully before signing.

I/we hereby confirm that the information provided by me/us is, to the best of my/our knowledge, true and I/we have no objections to the information being verified by whatever means deemed necessary. I/we understand that the results of the findings will be forwarded to an appointed credit referencing agency, to the appointed agent and/or the landlord and may be accessed again should I/we apply for a tenancy agreement in the future. I/we agree that (Agent Name), or their agent, may search the files of a credit reference agency which will keep a record of that search. I/We also understand that no details of the search will be given to me/us by the letting agent and/or the landlord, but that I/we may request the name and address of the credit reference agency to whom I/we may apply for a copy of any information provided. I/we also confirm that, in the event of my/our defaulting on the rental agreement, any such default may be recorded with the credit reference agency and may effect any future application for credit that I/we make. I hereby authorise the above named bank or building society to respond to status enquiries made in respect of this application. I/we hereby acknowledge that the information, provided above, will be used to assess an application for tenancy. I/We understand that, should a tenancy be granted and the information provided is found to be false, that will be considered sufficient grounds for the landlord or his agent to terminate the tenancy. I/We agree to the information provided being stored on computer. I/We confirm that the deposit required is available and understand that withdrawal from this application may be seen as a breach of contract and I/we hereby agree to compensate the landlord or agent for any cost incurred as a result of our withdrawal to a maximum of £500.00.

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

Date: 

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