

It is recommended to ask the landlord or agent any questions if something is unclear. This way can see exactly what obligations they are guaranteeing. It may be possible to negotiate a variation to the guarantee. As soon as the agreement is signed, the guarantor is bound by its terms and conditions.

If tenants have a **joint tenancy***, the guarantor will usually be signing up to cover all the rent that is not paid and all damage caused.

Unfair terms in a guarantee

If a guarantee agreement is in a standard form rather than one that has been negotiated individually, it may be possible to challenge a standard term if it is considered unfair.

A term may be unfair if it creates a 'significant imbalance' between the parties to the agreement. If a term is held to be unfair then it cannot be relied on and has no effect in law.

You can refer a possible unfair contract term to the local authority's Trading Standards Officer, who should be able to provide further guidance.

***Joint tenancy**— all tenants signed a single tenancy with a landlord or letting agency when they moved in; all tenants are equally responsible for paying the rent and have the same rights and responsibilities.

If each of you signed a separate agreement with the landlord or letting agent, you have **separate tenancies**.

Further Advice

You can get further advice by calling Citizens Advice at **03444 111 444**

Or for advice on all these matters from Shelter's free* housing advice helpline at **0808 800 4444**

Alternatively you can contact Shelter Devon's advice service at **0344 515 2399**

***Calls are free from UK landlines and main mobile networks**

Online at: www.plymouthcab.org.uk
www.shelter.org.uk



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Citizensadvice.org.uk

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Guide for Tenant Guarantors



**citizens
advice**

What is a guarantor?

A guarantor is a third party, such as parent or close relative, who agrees to pay rent for a tenant if they do not.

The landlord can ultimately take legal action to recover any unpaid rent from the guarantor.

Before agreeing to be a guarantor, it is important to fully understand the extent of what they are guaranteeing and for whom they are providing the guarantee.

When is the guarantor required?

Letting agent or landlord can require a guarantor when tenant is in one or more of the following situations:

- Student or sharing a tenancy with someone who is not a relative/partner
- Receiving Housing Benefit
- Tenant with County Court Judgement or other credit issues
- Tenant who has come into the UK from another country and is unable to prove a credit record
- Tenant who is unable to provide satisfactory references
- When letting agent/landlord are concerned the tenant may struggle to meet the monthly rental payment or proportion of the rent.

Does the guarantor have to live in the UK?

Landlords will usually want a guarantor who lives in the UK, as it is easier for them to take legal action against a UK resident if they need to.

This may be a problem if tenant is from abroad. They might be asked to pay more rent in advance.

What should a guarantor contact form contain?

- The date at which the guarantor form was signed
- The name of guarantor
- The name of the landlord/letting agent
- The name of the tenant that is being guaranteed
- The address of the property that is being rented
- The start and the end of the fixed terms of the tenancy
- How much rent is being paid
- The terms of guarantee
- A list of obligations the guarantor is agreeing to
- The guarantor's signature. It is recommended to get a signature from a witness.

When does the guarantor's liability end?

This depends on what the guarantee agreement says and/or what is agreed verbally.

Many guarantee agreements are open-ended and will refer to liability 'under this tenancy/agreement'. This means that liability could extend to beyond the fixed term, to any extension, as well as to certain variations such as rent increases.

If this is the case, the guarantor's liability may continue for as long as the tenancy exists and will only end if the tenancy is legally ended by:

- Service of valid notice to quit by tenant, or
- By mutual surrender of the tenancy between the landlord and tenant or,
- A possession order from the court.

Is a guarantor only liable for unpaid rent?

It depends on what the agreement says. In many cases, a guarantee agreement also extends to other conditions under the tenancy, for example, any damage caused to the property.

If an agreement does extend to other conditions of the tenancy, then it is best that the guarantor checks the tenancy agreement. It is important to check what they are agreeing to cover, as it may risk being held liable for tenant's housemates' unpaid rent.