

## **A Guide to Acting as a Tenancy Guarantor** **(incl. Guarantor Application Form)**

By entering into an agreement to act as a guarantor, you agree to ensure the tenant(s) meet the full obligations under the tenancy agreement. This may include rent arrears, damage to the property, or other liabilities and obligations arising from the tenant's failure to comply with the Assured Shorthold Tenancy Agreement. As guarantor you will be contractually bound to accept these legal liabilities of the tenant for the duration of the tenancy agreement; a copy of the terms you will be agreeing to are shown below.

If you have any questions or concerns regarding your potential responsibilities as a guarantor, please discuss this with us before applying to act as a guarantor for the tenancy.

### **Documentation Required**

- Full completion of a Guarantor Application Form
- Proof of identity (sight of photo ID such as passport or driving license preferred)
- Proof of income (sight of last 3 months wage slips and bank statements)
- Original documentation showing National Insurance number
- Original copies of most recent utility bills
- Payment of guarantor fee (see below).

Please note we require sight of original documents. Once checked they will be returned. We will retain a scanned copy of your proof of ID which we will continue to hold on file if your application proceeds.

### **Credit checks**

We undertake credit checks on all potential guarantors. If you have unresolved CCJ's or a poor credit payment history it is unlikely you will be able to act as a guarantor. If you have had payment problems in the past, you are advised to bring this to our attention when submitting your application, before we bank any non-refundable fees. We also need to speak to your employer to confirm your income so please provide their contact details to avoid any delays.

### **Application Fee**

A fee of £45.00 (including VAT) will apply. Please note that as we incur costs, guarantor fees are non-refundable; so please only apply to act as guarantor if the tenant(s) have every intention of moving in.

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### **Standard Guarantor Terms on the Tenancy Agreement**

1. The Guarantor(s) will indemnify the Landlord(s) in respect of any losses incurred by the Landlord(s) as a result of any breach of the terms of the Tenancy Agreement on the part of the Tenant(s) including but not, limited to, reasonable legal costs in taking anyone who is involved in this agreement to court to get a court order for getting possession of the property, unpaid rent or damage.
2. The Guarantor(s) undertake to pay the losses lawfully due to the Landlord(s) within 14 days of receipt of a written demand from the Landlord or his Agent addressed to the Guarantor.
3. This agreement will remain enforceable against the Guarantor(s) throughout the Tenant's occupancy of the Property and will not be restricted to the fixed term specified within the Tenancy Agreement. This agreement cannot be cancelled by the Guarantor(s) without prior written confirmation from the landlord.
4. Any failure of the Landlord or his Agent 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 or his Agent; shall not release the Guarantor or in any way affect the liability of the Guarantor under this agreement.
5. If the Guarantor consists of more than one person, the Guarantors under this deed may be enforced against all such persons jointly and against each individually.
6. The Guarantor acknowledges receipt of a draft copy of the proposed contract.

## Guarantor Application for References Form

One form to be completed by each guarantor

Please complete legibly to reduce errors and supply all details to help with the speed of your application

Property:
Tenants Applying:

**Personal Details:**

Title:	First Name(s):	Surname:
Male / Female	Marital Status:	Previous Surname:
Date of Birth:	Mobile:	National Insurance No:
No of Dependents:	Email:	

**Current Address Details:**

Address (include post code):	
Time living at address:      from                                      to	
Living Status: Property Owner / Private Tenant / Living with Relatives / Other (explain)	Monthly Rent / Mortgage Payment £
Letting Agent / Landlord Details (include contact number):	

**Previous Address Details (if less than 6 years at above address):**

Address (including post code):	
Time living at address:      from                                      to	
Living Status: Property Owner / Private Tenant / Living with Relatives / Other (explain)	
Letting Agent / Landlord Details (include contact number):	

**Previous Address Details (if less than 6 years at above address):**

Address (including post code):	
Time living at address:      from                                      to	
Living Status: Property Owner / Private Tenant / Living with Relatives / Other (explain)	
Letting Agent / Landlord Details (include contact number):	

Office Use Only  
(Please leave blank)

Proof of I.D. taken:

  
  

How name verified:

  
  

How N.I. Number verified:

  
  

How current address verified:

  
  

Other notes:

**Income Details:**

Employment Status for Main Income:	Full Time / Part Time / Temporary Contract / Unemployed / Self Employed / Retired / Student Housewife / Payment in Advance / Other (explain)
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**Employment Details:**

Current Employer:	
Employer Address:	
Occupation:	Position:
Date Employment Commenced:	Gross Annual Salary:
Contact (for reference):	Contact Telephone No:

**Previous Employment Details (if less than 18 months at above):**

Employer:	
Employer Address:	
Occupation:	Position:
Date of Employment: From                          to	Gross Annual Salary:
Contact (for reference):	Contact Telephone No:

**Details of Self Employment:**

Trading Name:	
Type of Business:	
Business Address:	
Date Self-Employment Commenced:	Last Declared Net Profit:
Accountant Contact (for reference):	Accountant Telephone No:

**Other Income Sources (including Benefits):**

Amount: £	Weekly / Fortnightly / Monthly	Source:
Amount: £	Weekly / Fortnightly / Monthly	Source:
Amount: £	Weekly / Fortnightly / Monthly	Source:
Amount: £	Weekly / Fortnightly / Monthly	Source:

**Office Use Only**  
**(Please leave blank)**

Employment status verified:

  
  
  
  
  

Income verified:

  
  
  
  
  

Self-employed income verified:

  
  
  
  
  

Other income verified:

**History:**

Have you been taken to court over debt (or declared bankrupt) in the last 6 years?:	Yes / No
Have you had previous problems with payment of loans, bills or credit?:	Yes / No
Are you (or have you been) in arrears with your current rent or mortgage?:	Yes / No
If you have answered "Yes" to any of the above, please provide more details here:	

**Office Use Only**  
(Please leave blank)

Credit check result:

  
  
  
  
  

Mitigation notes:

**Declaration:**

I wish to act as guarantor to the tenants applying to rent the above property. I have read through the "Standard Guarantor Terms on the Tenancy Agreement" shown on page 1 of this Application Form and understand I will be bound by those terms upon signing of the formal Tenancy Agreement.

Initial rental for a period of \_\_\_\_\_ commencing \_\_\_\_\_

I understand that the initial rent for which I am acting as guarantor for the property is £ \_\_\_\_\_ per \_\_\_\_\_

**Print name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

Property applied for:
Applicant name (in full):

### How we use your personal information

We will hold this paper copy of your application on file. We may also save a scanned copy of this form to our chosen data filing system. Some information from the form (e.g. your name and contact details) will be uploaded to our property management system. This form (or copies of this form) will be kept for the duration of any tenancy granted. We will keep a scanned copy of your proof of ID if your application for a tenancy is successful. All other additional documents provided in support of your application will be returned, deleted or shredded.

This form and all supporting documents will be returned, deleted or shredded if you do not proceed with a tenancy.

We may share some of the information provided on this form with our chosen credit reference agency and your potential landlord. We may verify some of the information provided on this form with your employer and/or previous landlord(s). In all cases, any such information shared or verified will only be information relevant to that individual or organisation.

You have the right to request details of the information we hold about you and the right to request us to correct inaccurate personal information. You also have the right to request us to delete personal information in certain circumstances and/or restrict the processing of your personal information.

If you require more details of how we process your personal information or wish to see details of the information we hold about you, please contact our Data Controller via email to [datacontroller@wooproperties.com](mailto:datacontroller@wooproperties.com) or by post to The Data Controller, Woo Properties Ltd, 376 Carlton Hill, Carlton, Nottingham, NG4 1JA.

### Declaration:

I confirm that the information provided on this application is accurate and true. I understand the details supplied by me are checked against those held on credit reference agency databases for the purposes of pre-tenancy/lease selection. A record is kept of this search. Information is processed in confidence and within the guidelines of the Data Protection Act (1998) and the appropriate international privacy laws.

I authorise Woo Properties Ltd to conduct these searches and to make any employer or financial enquiries necessary to assess my suitability for this agreement. I understand that the results of the findings will be forwarded to the Landlord. I accept that no explanation can be given should I not be approved. I also accept that any application fees that I have paid in order to process this application are non-refundable.

The information provided in this form by me is information as described in Ground 17 of the Housing Act 1996 and I understand that if any information within this application is found to be untrue; it is grounds for termination of the tenancy. I also understand that any default in payment of rent will affect any future application for tenancies, credit or insurance.

I confirm I have read the guidance notes on page 1 and understand the process for applying for the property and the costs involved (including any non-refundable fees).

**Print name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_