

Deed of Guarantee - Tenancy Guarantor Agreement

For an assured tenancy of residential property in England. Complete every field before signing.

Read before you use this template

This is a general template, not legal advice, and it is not drafted for your specific tenancy. A guarantee that is badly drafted, wrongly executed or not witnessed may be worth nothing when you need it. Guarantee law is technical and it changed under the Renters' Rights Act 2025. If the sums matter to you, have a solicitor check this before it is signed.

1. The parties

Landlord (full name)

Landlord address

Tenant (full name)

Guarantor (full name)

Guarantor address

Guarantor date of birth

2. The property and the tenancy

Property address

Tenancy start date

Rent (per month)

Rent payment date

3. The guarantee

3.1 The Guarantor guarantees to the Landlord that the Tenant will pay the rent and perform all of the Tenant's obligations under the tenancy of the Property.

3.2 If the Tenant fails to pay any rent or to perform any obligation, the Guarantor will on written demand pay the Landlord that rent, and pay the Landlord's reasonable losses caused by the Tenant's failure, including the reasonable cost of making good damage beyond fair wear and tear.

3.3 This guarantee continues for the whole period of the tenancy, including any statutory periodic tenancy that arises when the initial term ends, and including any period during which the Tenant remains in occupation after the tenancy has ended.

3.4 Where there is more than one Tenant, the Guarantor's liability is joint and several, unless clause 4 records a different limit.

3.5 The Landlord may enforce this guarantee against the Guarantor without first taking any step against the Tenant.

3.6 The Guarantor is not released by any time or indulgence given to the Tenant, or by any variation of the tenancy that does not increase the Guarantor's liability without their written agreement.

4. Limit of liability (optional - complete or strike through)

The Guarantor's total liability under this deed is limited to (delete as appropriate): the rent and obligations of the named Tenant only / the whole rent for the Property / a maximum sum of:

Maximum sum (if any) _____

5. Ending the guarantee

5.1 This guarantee ends when the tenancy ends and all sums owed by the Tenant have been paid in full.

5.2 The Guarantor may not withdraw from this guarantee during the tenancy without the Landlord's written agreement.

6. Guarantor's declaration

I confirm that I have read and understood this deed, that I am entering into it freely, and that I understand I may become liable to pay the Tenant's rent and other sums. I confirm I have been given the opportunity to take independent legal advice.

7. Executed as a deed

Signed as a deed by the Guarantor in the presence of the witness below, and delivered on the date shown.

Guarantor signature _____

Date _____

Witness signature _____

Witness full name _____

Witness address _____

Witness occupation _____

Landlord signature _____

Date _____

Getting the formalities right

A guarantee must be in writing and signed to be enforceable. Executing it as a deed also avoids arguments about whether the guarantor received anything in return. The witness must be present when the guarantor signs, must not be the tenant, the landlord or a member of the guarantor's household, and should print their full name, address and occupation. Give the guarantor a copy and keep the original.