

## Guarantee Agreement

(i) (Describe property)

(Full rental property address) in the ownership of (Landlords Full Name) C/O CS Properties, Portland House, 113-116 Bute Street, 4th Floor, West Wing, Cardiff Bay, CF10 5EQ

Under the terms of the Draft (describe - Agreement attached at "A" ("the Agreement");

(ii) The Landlord, as a precondition of the signature of this Agreement, requires the commitment of an appropriate Guarantor for the discharge of all the Tenant's obligations and liabilities under or arising from the Agreement;

(iii) (Guarantors Full Name and Full address) is prepared to guarantee the Occupier's obligations and liabilities under this Agreement (the "Guarantor")

**It is hereby AGREED** between the Guarantor and the Landlord that –

1. If the Landlord and Tenant shall both execute and enter into this Agreement within (28) days of the date hereof, the Guarantor will guarantee to the Landlord the payment of all sums due from the Occupier thereunder, whether by way of primary liability or by way of damages for breach of contract or otherwise; provided that the Guarantor will also indemnify the Landlord against all incidental costs (including legal costs) howsoever arising from the failure of the Occupier to honour the terms of the Agreement; provided that if the Agreement shall be renewed or extended in substantially the same form, without the introduction of any terms more onerous to the Tenant, this Guarantee shall extend to that future Agreement; provided that if the Guarantor shall die, any prior monetary claim arising hereunder may be recovered as a debt against the Guarantor's estate;

2. For the avoidance of doubt, the liability of the Guarantor shall arise and fall due seven clear calendar days after the accrual of the claim under the Agreement, without any requirement for prior legal action by the Landlord against the Tenant.

Signed (by or for the Landlord) by ..... (Name)  
(Position) ..... Date.....

Signed (by the Guarantor) .....  
(Address) ..... Date .....

# ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

< Property Address >

## Important Notes for Tenants

- This property is **MANAGED** by CS Management & Lettings
- This tenancy agreement is a legal and binding contract, and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.
- If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

## General Notes

This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements. If you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004. Take advice if necessary.

## More Information

For more information on using this tenancy agreement please refer to the 'Letting Information Point' on The Letting Centre website. Website address: [www.letlink.co.uk](http://www.letlink.co.uk)



THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

**Date** < Date >

**Landlord(s)** < Landlords Name > , < Landlords Full Address >

**Landlord's Agent** CS Management & Lettings 113 - 116 Bute Street, Cardiff Bay, CF10 5EQ  
T: 02920 482862 F: 029 2023 3082 E: info@csproperties-cardiff.co.uk  
W: www.csproperties-cardiff.co.uk Emergency Out of Hours Telephone Number:  
07872329302

*Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address*

**Tenant(s)** < Tenants Name >

**Property** The dwelling known as < Property Address >

**Contents** The fixtures and fittings at the Property together with any furniture, carpets, curtains, and other effects listed in the Inventory.

**Term** For the term of six or twelve months

**Notice period** You must advise your landlord or agent in writing by < Date > if you wish to vacate the property at the end of the fixed term < Date > or if you would like to renew your tenancy for a further fixed term period.

**Rent** £.... Monthly

**Payment** By equal monthly standing order payments in advance on or before the < Day > of each month

**Guarantor** < Insert Guarantor Details >

**Housing Benefit** Rental payments of the above amount are payable by ALL tenants. If a tenant is entitled to housing benefit, the full amount is payable even if the entitlement does not equal the same amount.

**Deposit** A deposit of £ ..... is payable from the tenant to the agents upon the signing of this agreement.  
It is protected by the following scheme. The prescribed information for this scheme is attached to this agreement.

**Tenancy Deposit Scheme**  
PO Box 1255  
Hemel Hempstead  
Herts  
HP1 9GN

**Phone** 0845 226 7837  
**Web** www.tds.gb.com  
**Email** deposits@tds.gb.com  
**Fax** 01442 253193

1. The Landlord agrees to let, and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above
2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this agreement. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the tenancy, less any costs incurred for the breach of any obligation as agreed by the appropriate deposit scheme, details of which are contained in the scheme's deposit information leaflet and website.



**The Tenant agrees with the Landlord:**

**3. Rent & charges**

- (3.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent
- (3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric and telephone (if any) relating to the Property, where they are incurred during the period of the agreement, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services stated above
- (3.3) That in the case of a breach of the terms of the tenancy by the Tenant, charges may be made in relation to the costs of any remedial work, in order to compensate the Landlord or Agent for expenses. **Invoices or receipts to be provided.**
- (3.4) At the end of a 7-day grace period starting with the rent due date, a daily charge equivalent to the Bank of England base rate plus 3% will be charged for any overdue rent payments.
- (3.5) During the course of the tenancy or at the end of the tenancy, a charge equivalent to the cost of replacement keys and fobs will be payable by the tenant(s) for any keys/fobs not returned or misplaced.
- (3.6) Charges equivalent to the cost for a missed pre-arranged appointment will be payable by the tenant should the tenant refuse entry to the property or is not available at the appointment time to provide access. Fee charged to the tenant will be for actual losses incurred by the landlord and evidenced by an invoice or receipt.
- (3.7) Charges & Fees will be incurred for property damage caused by tenants failing to report the repairs. Fees that will be charged to the tenants will be for actual losses incurred by the landlord and evidenced by an invoice or receipt.
- (3.8) The Landlord has the right to implement a rent increase once the fixed term agreement has expired subject to serving the Tenant with one 1 months' notice pursuant to Section 13 of the Housing Act 1988"
- (3.9) During the term of the Tenancy Agreement should the tenant(s) wish to terminate the tenancy agreement early there will be charges incurred in order to find replacement tenants. To terminate a tenancy agreement early this is subject to the landlord's approval and terms and conditions. Fees for an Early Release can be found on our website. To discuss further, please contact the office on 02920 482862.

**4. Use of the Property**

- (4.1) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property except that during the fixed term of the tenancy the Tenant may assign or sublet with the Landlord's express consent which will not be unreasonably withheld. Such consent, as a variation of the tenancy agreement, to be agreed in writing
- (4.2) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so
- (4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade, or profession on or from the Property
- (4.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage, or annoyance to a person residing, visiting, or otherwise engaged in lawful activity or the occupiers of the neighbouring premises
- (4.5) Not to keep any cats or dogs at the property and not to keep any other animals, reptiles, or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, by the Landlord. If it is found that any animals are living at the property which would cause the tenant to be in breach of tenancy, charges will apply as detailed in (3.4) and we will insist on pest control and professional cleaners at the end of the tenancy at the costs of the tenants
- (4.6) Not to use the Property for any illegal or immoral purposes
- (4.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached

**5. Repairs**

- (5.1) Not to damage the Property and Contents or make any alteration or addition to the property without the written permission of the Landlord not to be unreasonably refused

(5.2) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed

(5.3) To pay the costs incurred by the Landlord or his Agent in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant or, at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property

(5.4) That the Landlord or any person authorised by the Landlord, or his Agent may at times of the day on giving 24 hours' written notice, (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair. The Tenant shall permit the Property to be viewed when notice (of at least 24 hours) during the final weeks of the tenancy. Viewings will be conducted during office hours.

(5.5) To keep the gardens (if any) driveways, pathways, lawns, hedges and rockeries as neat, tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants

(5.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or their guests

(5.7) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld, and the cost of providing a set of keys for the Landlord or his agent to be met by the Tenant

(5.8) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property

(5.9) Not to affix any notice, sign, poster, or other thing to the internal or external surfaces of the Property in such a way as to cause damage

(5.10) To take all precautions to prevent damage by frost

(5.11) In order to comply with the Gas Safety Regulations, it is necessary:

that the ventilators provided for this purpose in the Property should not be blocked

that brown or sooty build-up on any gas appliance should be reported immediately to the Landlord or Agent

(5.12) Not to cause any blockage to the drains, pipes, sinks or baths

(5.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent

(5.14) That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary

## 6. Other tenant responsibilities

(6.1) Within seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or byelaw by any competent authority

(6.2) To pay the Landlord fully for any costs or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement

(6.3) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent within office hours in daytime to enter and view the Property with prospective tenants or purchasers, having first given the Tenant the required period of notice

(6.4) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take over the Property and re-let it

(6.5) To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the rent is paid, to notify the Landlord or his agent, and to allow him access to the property in order to secure it where necessary

(6.6) To permit the landlord/agents with access to the property once every 6 months for a property inspection, which applies for both fixed term tenancies and periodic tenancies. Tenants and Landlord will receive a report following the inspection. The required 24 hours' notice at least will be provided to a tenant and confirmed before an agent proceeds.

(6.7) Tenant agrees that any unconverted attics, basements or other uninhabitable areas within the properties boundaries are not to be used by the tenants.

## 7. End of tenancy

(7.1) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy

(7.2) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy

(7.3) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any charges incurred by the Agent or landlord in securing the Property against re-entry where keys are not returned. Actual losses and costs incurred will be proven by invoices and receipts.

## 8. The Landlord agrees with the Tenant that:

(8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the rent due or be in breach of the Tenancy Agreement

(8.2) In the event that the Property is rendered uninhabitable by fire or flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors then the parties will consider this agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid in advance for the period after the termination.

9. Subject to the condition that the Landlord must obtain a court order for possession of the Property before re-entering the premises; if the Tenant does not:

pay the rent (or any part of it) within 14 days of the date on which it is due; or

comply with the obligations set out in the agreement,

then the landlord may re-enter the Property and end the tenancy.

**This right must be exercised in the correct way through the Courts and only the Court can order the Tenant to give up possession of the Property**

10. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)

11. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the property

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. This means that any one of the members of a joint tenancy can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations

## 12. The parties agree:

(12.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home

(12.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988



(12.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the tenant in accordance with section 196 of the Law of Property Act 1925 (see note 5)

13. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

### THE FIRST SCHEDULE *(attach a separate sheet if necessary)*

#### 13.2 Maintenance Provisions

In the event of an emergency repair which cannot wait until the following working day, please contact

**CS MANAGEMENT & LETTINGS on the following numbers: 02920 482862 or 07872329302**

**To report any non-emergency maintenance issues please report these via the below link:**

**<https://csproperties.fixflo.com>**

- i. to maintain the garden of the Property in neat and tidy condition, keeping lawns cut, flower beds and borders free of weeds and generally cultivate the garden in a tidy manner and condition according to the season of the year. The Tenant also agrees to pay for shrubs to be pruned at the appropriate time of year if required.
- ii. not to lop, top, cut down, remove, or otherwise injure any trees shrubs or plants growing upon the Property (with the exception of normal pruning) or to alter the general character of the garden during the tenancy.
- iii. to look after any houseplants supplied with the Property.
- iv. not to deposit any store of coal in any part of the Property other than the receptacle provided for the purpose, nor to keep any combustible or offensive goods, provisions, or materials at the Property.
- v. to visually inspect all electrical appliances and contact the Landlord or Agent should any repair become necessary.
- vi. to keep all electrical and other working appliances (except gas appliances) in good working order and at least up to the standard pertaining when the Tenant took possession.
- vii. at all times (if the Property has oil-fired central heating) to keep the oil-tank replenished with the appropriate heating oil and prevent it from running out.
- viii. to keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes as and when necessary. Also, any replaceable or disposable filters, vacuum bags etc. to be replaced, at the end of the tenancy.
- ix. to clean all windows on a regular basis and at the expiration of the tenancy
- x. that the Tenant will be liable for any charges or other cost incurred as a result of missed appointments where a prior arrangement has been made for tradesmen to visit, inspect, or work at the Property. Tenant will only be charged for actual losses incurred, evidenced by invoices and receipts.
- xi. not to smoke or permit any smoking at the Property whatsoever without the express written consent of the Landlord

#### 13.3. Data Protection & Privacy

CS Management & Lettings is a registered data controller under the Data Protection Act 1998 in the UK  
Registration No: Z2236111

The Data Protection Act 1998 protects individuals from improper use of information held about them. CS Management & Lettings comply with the regulations outlined within the Act when obtaining, processing and holding customer/client information.

All your personal information will be treated as private and confidential, even when you are no longer a customer/client and information will only be held for the purposes for which it has been given or which we have told you about. We will ensure that it is accurate and up to date, that we do not keep it for longer than necessary and that appropriate measures are in place to protect the information from any unauthorised use.



Personal information will not be passed to any third parties without your permission, unless we are required to do so, for example, when we are legally compelled to, where you consent, where there is a duty to the public to disclose or where our interests require disclosure. The Data Protection Act 1998 will not prevent a landlord from releasing personal information where they have a legal obligation to do so. For example, under the Landlord and Tenant Acts landlords may have to provide an unedited copy of the service charge account to a tenant if he or she asks for it. If so, the landlord will have to comply with the request even if it means revealing information about other tenants.

**Can a landlord pass the names of new tenants to the utility companies?**

Yes. A landlord has a legitimate interest in making sure that utility charges are directed to those responsible. However, landlords should tell individuals when they first agree to the tenancy that their details will be passed on.

**Can landlords see references which were provided to the letting agents?**

The agent can pass this information to the landlord, as long as, when the reference is asked for, they make clear to the tenant and the referee that this will happen.

**Can landlords put up a list of tenants who are in arrears?**

No. Information about an individual's debts should only be given out in limited circumstances. It is only justifiable to tell tenants if someone has not paid their rent if this has a direct effect on them, for example, if they become legally responsible to help meet any shortfall in shared maintenance charges.

**Can landlords disclose details of a tenant who left without paying the rent?**

Where a tenant leaves without paying the rent, and without making any arrangement to pay, landlords may provide their details to a tracing agent or debt collection company to help them recover money owed to them. However, it would be good practice to make tenants aware when they sign the tenancy agreement that in such circumstances this will happen. This may also help tenants think twice about not paying rent.

**Can a landlord pass forwarding addresses of former tenants to the utility companies?**

Yes. Sometimes a landlord will become aware that a tenant has moved leaving behind an unpaid utility bill or an account in credit. In addition, a utility provider may need to contact a former tenant regarding continuing social support. In these circumstances landlords can pass a forwarding address (where known) to the utility companies as the Act is not intended to be an obstacle to disclosure in these situations. However, landlords must make tenants aware of these possible disclosures at the start of the tenancy.

**When can a landlord give out information?**

In general, landlords should make clear to tenants when they sign the tenancy when and how their information will be given out. However, if an emergency repair needs to be carried out, it would not breach the Act to go ahead and provide tenants' contact details to the repairers. On the other hand, if a domestic contractor is looking for work the tenants should be left to contact the contractor rather than the landlord giving out the tenants' details without their knowledge or agreement.

BY agreeing to and signing this agreement, the tenant(s) named on page 2 agree to our policy on obtaining, processing and holding customer/client information.

Further information is available at [www.ico.gov.uk](http://www.ico.gov.uk) or please ask us for Information sheet.





#### 14 Deposit Return Procedure

The procedure for the deposit return at the end of your tenancy for our managed properties is detailed below:

1. We require 2 months' notice when the occupants wish to vacate the property at the end of their fixed term agreement. Tenants who are on a periodic tenancy agreement are only required to provide 1 months' notice on their rent due date.
2. All keys MUST be returned to the letting agents' offices on or before the end of tenancy date
3. Forwarding addresses MUST be provided at the time of returning keys
4. The final inspection CANNOT take place unless/until all keys are returned
5. The total monthly rent will be payable for any days after the end of tenancy date if any keys are outstanding
6. Please take meter reading and provide the final readings and a forwarding address to your utility suppliers in respect of ALL bills
7. Please ensure the property is clean, furniture is in place as it was at the start of the tenancy, ALL personal belongings have been removed, all waste & recycling has been collected or removed.
8. Any issues which you think may affect the deposit return should be reported to the letting agent at the earliest opportunity by the person responsible (if applicable) to avoid unnecessary deposit delays / disputes
9. If you are unsure of anything at all, please contact your letting agent
10. If one / all tenants wish to be present for the final inspection, confirmation will be required that ALL outstanding keys be available at the time of the final inspection

#### **SIGNED by the AGENT on behalf of the LANDLORD :-**

**Agent: CS Management & Lettings**

Name	Signed	Date
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#### **SIGNED by the TENANT(S) :-**

Name	Signed	Date
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