GUARANTOR INFORMATION

College and County

Welcome to College and County!

As an ARLA PropertyMark registered Letting Agent, we endeavour to provide a fair and equitable tenancy agreement and service to both our Landlord and the Tenant.
The following information is intended to provide Guarantors with a more detailed guide to the general application process, the relationship between the Landlord and Tenant and the role played by College and County as the Agent.

The Tenancy Agreement will set out the legal obligations of both Landlord and Tenant and the Guarantor Agreement works hand-in-hand with that; a draft of both documents will be available on the Goodlord platform, as part of the application process, so that you have time to read them and seek independent legal advice should you wish to do so prior to signing. You can also view general copies on our website, under "Tenants" in the Services tab.
There are other queries that are not always so clearly defined, and these notes attempt to answer some of the more frequently asked questions. If you require further information, please do not hesitate to ask one of our lettings team, although should you require clarification on legal issues, we do recommend that you seek independent legal advice.

1. What is the Criteria to be a Guarantor?

To act as a guarantor for someone you must live in mainland UK and earn 36x in excess of the portion of monthly rent on an annual basis from a UK based company. For instance, if the Tenant's portion is £500pcm, you will need to be earning £18,000 per annum). We will need to contact your employer to verify this. A guarantor is usually a family member, but this is not essential.

If you are self-employed, we will need to see your latest Tax Return and have confirmation from your accountant.

If you have savings in excess of the amount needed to pass affordability, you will need to provide a statement which includes your full name, address and the full balance for the last 3 months.

If you meet the above criteria but live outside of the UK and are still earning a salary from a UK employer, you would unfortunately not meet the criteria to be a guarantor.

It is a legal requirement for every agency to check whether Tenants and/or Guarantors are on a UK Sanctions List. If you are on this list, we are unable to proceed with a tenancy with you as you will have failed referencing.

2. How does the Process Work?

The first step is for the Tenant/s to send in their application email with a brief overview about themselves and their contact details. We then send the information to the Landlord for consideration. Once the Landlord has chosen a group/applicant, the Tenant/s will be sent a link to our online portal to pay their holding fee and complete the application information, and it is at this stage that they will provide us with your contact details. You will then be emailed a link to the online portal to complete your application information and sign the guarantor agreement. This must be done within 2 days of the Tenants receiving the initial email from College and County informing their offer acceptance subject to contract and references. Our entire process is automated through our online portal so you will need access to the internet and have an email address – we do advise that you complete the process on a desktop rather than a phone, or you may struggle to get through supplying some of the information.

This stage does not guarantee the group a tenancy at their chosen property, but it does mean that the property will be taken off the market (subject to contract) and withdrawn from advertisement once we have all your referencing information. Please be aware that College and County reserve the right to keep the property advertised and suspend viewings until referencing is completed. Once all guarantor agreements have been returned, we will be sent the reports to sign off on. The next step will be for College and County to arrange for the applicants to sign the tenancy agreement, pay their deposit, the remainder of the first month of rent, set up a standing order for their future rent payments, provide their passports for Right to Rent checks and receive further information.

Your liability doesn't begin until the start of the tenancy agreement – remember that properties are often let months in advance so do check the tenancy details. Additionally, your liability does not end until the tenancy does.

Please note that the process can vary slightly if the landlord manages the property themselves.

3. What am I actually liable for?

As guarantor, you are accepting liability as per the Tenant so, should a tenant default on any of their contractual obligations, you would step in. The most common example of this would be if a tenant didn't pay their rent, you could be contacted and held liable.

4. What is Joint and Several Liability?

The tenancy agreement is joint and severally liable and, as you are acting to guarantee the obligations of the Tenant, you are also joint and severally liable for the tenancy, along with all the tenants and guarantors. This means that, should any of the tenants default on their obligations (e.g. someone doesn't pay rent one month) we can contact any of the tenants or guarantors for this payment.

We do have strict systems in place to avoid this situation arising. Firstly, we try very hard to ensure that tenants understand their contractual obligations – properties are advertised with specific details like monthly rent and start date, details are confirmed again during application, we have FAQ's for them to read outlining what is expected of them, they each sign the tenancy agreement with all the details in and they have an accompanied/office check-in where details are confirmed again. If there is a default on rent, the first thing we do is contact the tenant in question and, in most of the times, the situation is resolved immediately. If we try to contact them a few times with no success, we then contact the group. From there we would contact the guarantor put forward by the tenant in question and, if necessary, we then contact other guarantors. The final step, if required, would be court proceedings, but this has not happened in the time the company has been running guarantor agreements.

5. I would like to pay the rent and/or deposit on behalf of the Tenant I am guaranteeing – how do I do this?

The person you are guaranteeing will be responsible for making you aware of when payments are due.

The deposit must be paid by the tenant from their own bank account. If you would like to pay the deposit for them, you'll need to transfer the money into their account for them to make the payment. This must be done in time for them to be able to pay us by their deadline date – this will be on signing the agreement. The first month of rent will be due upon receiving an executed agreement, or 1 month before the tenancy starts, unless otherwise advised by College and County.

Thereafter, the monthly rent must be paid by standing order – this will be stated in the tenancy agreement. The Nominated Tenant will set up a standing order form for the group in its' entirety, as part of the application process, (they will need to confirm the name of the person paying so the payment can be allocated for their tenancy).

6. What happens during the Tenancy?

It is important that the tenants look after the property during the tenancy. This of course means generally behaving in a tenant like manner and keeping the property clean and tidy but also ensuring that they report any maintenance as quickly as they can (for managed properties they will report directly to us, for properties where the landlord manages the property themselves, they need to speak directly to their landlord). This must be reported in writing (via email) by the tenants themselves, and we then discuss the issue/s with the landlord and agree a course of action.

We endeavour to respond quickly and keep tenants up to date at all times. We are an intermediary between the tenants and their landlord, who is the actual decision-maker, and we do request a certain amount of patience while we get works arranged on behalf of the landlord, as this usually cannot be arranged immediately, especially at very busy times of year when contractors are booked up.

It is important to note that any damage caused by tenants not reporting maintenance in a timely manner is the liability of the tenants, as of course is any damage they cause themselves.

As guarantor, you will only be contacted during the tenancy if there is a problem which relates to your liability, for example, outstanding rent.

7. What happens at the end of the Tenancy?

We arrange check-out appointments for all our managed properties (if the landlord manages the property, the tenant must speak to them about end of tenancy procedures, check-out and deposit return) on the last day of the tenancy and this appointment date will be confirmed to the tenants via email, along with other guidance to help ensure the check-out goes as smoothly as possible.

The tenants do not have to be present for the check-out. The property must be fully vacated and cleaned by this time as they will not be able to arrange access after this. Properties should be cleaned to a professional standard (please see tenancy agreement, special clauses) with all tenant keys left in the property. They will be provided with details on preparing the property for the check out, including contractor details supplied by College and County, for services such as cleaning and gardening, to be arranged by the tenants at the end of the tenancy.

Either their property manager, landlord, or an inventory clerk will attend the check-out appointment to check the property against their original inventory and check-in information, take closing meter readings and the tenants must also provide a forwarding address. The clerk may discuss some general information with the tenants but will not be able to discuss specific deposit deductions at this stage. A report is then created and sent over to the landlord for review, and the landlord decides if they would like to propose any deductions to the deposit.

Once the check-out report is finalised and the landlord has provided us with their instruction, a list of proposed deductions (if any) is prepared and sent over to the tenants via email. If they accept the proposed deductions (if any), the deposit is then returned to the Nominated Tenant and the landlord accordingly. If they would like to discuss the deductions further, the main undisputed amount of deposit is returned to the Nominated Tenant and the amount equalling the proposed deductions is retained until an agreement is made, and then returned to the Nominated Tenant, or the landlords, accordingly. If agreement cannot be attained, the tenants have the right to refer the matter to the relevant deposit scheme for adjudication, as per the scheme rules - this may be a lengthy process, so please bear this in mind, we suggest that you don't rely on this to pay move-in monies on your next tenancy.

Please note that for properties that are managed by the landlord (and where the deposit is held by College and County), we are unable to release the deposit without the Landlord's written instruction. In the same way, if an agreement cannot be attained, the tenants have the right to refer the matter to the relevant deposit scheme for adjudication, as per the scheme rules - this may be a lengthy process, so please bear this in mind, and we suggest that tenants don't rely on this to pay move-in monies on their next tenancy.

8. Contacting the Landlord

Where we manage the property, all correspondence should be directed through us.
The name and correspondence address of the Landlord will be shown on the Tenancy Agreement but unless the Landlord instructs us, we are not obliged to provide phone numbers or email addresses for the Landlord(s).

We do request that tenants report maintenance or any queries themselves as they are the tenants and are the ones living in the property so that when we ask questions to ascertain relevant details about any reported maintenance they'll be able to provide the information we need.

Our email addresses at the office are:
lettings@collegeandcounty.co.uk (for lettings administration)
accounts@collegeandcounty.co.uk (for finance)
propertymanagement@collegeandcounty.co.uk (for property management and reporting maintenance).

If the landlord manages the property themselves, their contact details will be on the check-in form and landlords will usually introduce themselves to the tenants at their check-in.

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