

# Application To Rent (Guarantor)

Date \_\_\_\_\_

Applicant's full name: \_\_\_\_\_

Son/Daughters name: \_\_\_\_\_

Applicant's date of birth: \_\_\_\_\_ Drivers License Number: \_\_\_\_\_

Applicant's present mailing address: \_\_\_\_\_

Applicant's present employer: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell \_\_\_\_\_ Office phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Best time and place to reach you if there is a problem \_\_\_\_\_

Address of premises to be rented: \_\_\_\_\_

Pets to occupy the apartment: \_\_\_\_\_

Credit Reference (list one bank account, one credit card)

1. \_\_\_\_\_

2. \_\_\_\_\_

I/We declare that the information provided in this application is accurate and complete. I/ we consent to a credit check of personal information with references listed above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Guarantee

**Landlord:** \_\_\_\_\_

**Rented Premises:** \_\_\_\_\_

**Tenant(s)** \_\_\_\_\_

**Guarantor(s) Name(s) and Relationship(s):** \_\_\_\_\_

In consideration of the above named Landlord entering into the Tenancy Agreement in respect of the above named Rented Premises with the above named Tenant the Guarantor hereby agree with the Landlord, its successors and assigns, that if default shall at any time be made by the Tenant in payment of monthly rent or the performance of the Tenants legal agreement set forth in the Tenancy Agreement, the Guarantor will pay the said Monthly Rental and shall abide by all rules and regulations set forth in the Tenancy Agreement and shall compensate the Landlord for any damages that may arise in consequence of the Tenants default including payment of legal fees in a solicitor and client basis. The liability of the guarantor hereunder shall not be released, discharged or limited by any extension of time or forbearance granted to the Tenant or by any variation in or departure from the terms of the Tenancy Agreement. The Landlord shall not be bound to exhaust its recourse or remedies against the Tenant Agreement. The Landlord shall not be bound to exhaust its recourse or remedies against the Tenant before pursuing and enforcing its right against the guarantor. Nothing but payment and satisfaction in full of all monthly rentals and other sums and the due performance of all agreements in the Tenancy Agreement until lawful termination of the Tenancy Agreement shall release the Guarantor from this Guarantee.

If during the Tenancy Agreement the Tenant is declared bankrupt or if the Tenancy Agreement is terminated other than by the Landlord, the Guarantor shall accept from the Landlord a Tenancy Agreement of the Rented Premises (hereafter called the "New Tenancy Agreement") for a term equal in duration to the remainder of the term of the Tenancy Agreement. If the Guarantor fails to execute and return such New Tenancy Agreement within seven days after such tender, the Guarantor shall become liable to pay to the Landlord damages in an amount equal to the entire monthly rental and additional rent reserved by the New Tenancy Agreement.

The above named tenant has acknowledged upon application for the rental at the above mentioned address that it is asked as a prerequisite for acceptance of application and post dated cheques for the entire term of the tenancy to be submitted to the above mentioned Landlord, or his representatives or agents, for the convenience of all parties involved in the Tenancy Agreement. The Guarantor hereby acknowledges that if for any reason the Tenant can not submit post dated cheques, the Guarantor will do so.

All such liability of the Guarantor shall not be diminished or affected by the Landlord renting the demised premise or any part of the demised premises to another Tenant(s) and receiving rent therefrom. The Landlord will apply any amount received from such renting in reduction of the amount to be paid by or due from the Guarantor.

The Guarantor shall continue to be liable and bound by this Guarantee during any renewals and extensions statutory or otherwise of the term of this Tenancy Agreement. This Guarantee shall be binding upon the heirs, executors administrators, personal representatives, successors and assigns of the Guarantor.

In witness whereof of the Guarantors hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Guarantor