UNIVERSITY OF ABERDEEN

RENT GUARANTOR SCHEME

LANDLORD AGREEMENT FORM

**To the student:** You should complete part 1 of this form and ask the landlord/agent to complete part 2. You should then return the form to studentaccomm@abdn.ac.uk with a copy of your lease, an invoice will be raised for the £60 administration fee.

**To the landlord/agent:** This document sets out the parameters of the University of Aberdeen Rent Guarantor Scheme. If you are happy for the University to act as rent guarantor for your property, you should sign part 2 of this form and return it to the student.

**Part 1: Student and tenancy details**

|  |  |
| --- | --- |
| Full Name |  |
| Student ID number |  |

|  |  |
| --- | --- |
| Property address |  |
| Postcode |  |
| Start date of tenancy |  |
| Rent per month |  |

|  |  |
| --- | --- |
| Landlord/agents name |  |
| Contact name |  |
| Contact address |  |
| Email address |  |
| Telephone number |  |

|  |  |
| --- | --- |
| Is this a joint and several tenancy?  | Yes / No |

**Part 2: Landlord/Agent agreement**

This agreement is made between the University of Aberdeen and the landlord/agent.

|  |  |
| --- | --- |
| University of Aberdeen contact: | Accommodation Office, Hillhead Student Village, Don Street, Old Aberdeen, AB24 1WU |
| Contact Telephone Number: | 01224 273502 |
| Contact Email:  | studentaccomm@abdn.ac.uk |

|  |  |
| --- | --- |
| Landlord/Agent |  |
| Landlord licence number |  |
| Dates of HMO licence period |  |
| Tenant |  |
| Property Address  |  |

Rent Amount: Amount of rent per calendar month to be guaranteed (cannot exceed £550): £

(Excluding any cost relating to utilities)

(Rent arrears being calculated at the rate of 1/30th of the rent amount for each continuous day in arrears)

Number of months for which the rent will be guaranteed (cannot exceed 12):

Total Rent: Total rent for the guaranteed tenancy period: £

(The rent per month multiplied by the number of months)

(Excluding any cost relating to utilities)

Deposit paid: £

**Terms and Conditions**

1. Subject to the remaining provisions of this Guarantee, the University shall pay to the Landlord/Agent within 21 calendar days of written demand the amount of the Tenant’s rent arrears.

2. The University shall not be liable where the amount of rent arrears is less than the Rent Amount. The University’s total liability under this Guarantee shall not in any circumstances exceed the Total Rent.

3. The University’s sole liability under this Guarantee shall be to pay the amount of the rent arrears in accordance with its terms. In no circumstances shall the University have any liability to the Landlord or any other party for: (i) any damage, loss or dilapidations to the Property; (ii) any loss or liability suffered by the Landlord other than the amount of the rent arrears (where they exceed the Rent Amount); or (iii) any loss, liability or non-payment caused by any other tenant at the Property (whether or not on a joint and several basis with the Tenant). The University shall have no liability for the cost of utilities, whether or not this forms part of the rent.

4. If rent is overdue the Landlord must contact the Tenant to establish the reason for the default and notify the University in writing within 14 days after the date on which the rent becomes overdue. The University shall have no liability in respect of any rent arrears where the Landlord fails to do so.

5. The University shall have no liability under this Guarantee unless the Landlord has complied, and continues to comply, with all legal obligations and current legislation regarding the Property, including (but not limited to) the holding and allocation of the deposit.

6. In calculation of the total rent arrears payable, the University shall be entitled firstly to deduct the remaining amount of the deposit declared by the Landlord that has not been applied to damages or dilapidations at the Property in accordance with the rules of, and any legislation applicable to, the relevant tenancy deposit scheme. If the deposit has been applied to any damage or dilapidations within the Property, the Landlord must provide the University with justifiable documentary evidence of how the deposit has been specifically allocated.

7. Nothing in this Guarantee removes the Tenant’s liability to the Landlord for the whole of any losses, damages, expenses and costs that the Landlord shall be entitled to recover.

8. The University shall only be liable under this Guarantee provided that:

a. The amount of such rent arrears equals or is less than the monthly Rent Amount.

b. If the Property is vacated during the Tenancy Period, the Landlord provides evidence that the Property has been advertised for let, at no greater rent than previously agreed, within 14 days of vacancy.

c. The rent arrears relate to the Tenancy Period, namely the period from the start date of the tenancy until the date on which the Tenancy Agreement expires or is terminated.

d. The Landlord has not breached the terms of the Tenancy Agreement.

e. The Landlord has not allowed the Tenant possession of the Property prior to:

i. the Tenancy Agreement having been signed by all parties;

ii. all necessary statutory pre-grant notices to the Tenant having been issued;

iii. the first month’s Rent and the deposit having been received in cash or cleared funds; and

iv. the dilapidations inventory having been signed by the Tenant.

f. The signed Tenancy Agreement is lawful under UK legislation;

g. The Property is occupied for residential purposes only;

h. The Tenant has not previously been evicted by the Landlord, or voluntarily vacated a property managed by the Landlord during the tenancy agreement period for such property;

i. where there is little prospect of the rental arrears being made good and an eviction process is the most suitable solution, the Landlord fully cooperates with such process;

j. The arrears have not arisen as a consequence of the Landlord’s deliberate act, omission or misrepresentation:

k. The Tenant remains a full-time enrolled student at the University of Aberdeen.

9. It is agreed that there shall be no right to cancel this Guarantee once the Tenancy Agreement has begun, except by mutual agreement or in the case of illegality or as a consequence of a regulatory change which prevents or prohibits the University from providing a Guarantee of this nature. Notwithstanding the foregoing, the University shall be entitled to terminate this Guarantee immediately where the Landlord breaches the terms of this Guarantee or the Tenancy Agreement.

10. The Landlord shall be responsible for verifying the identity of the Tenant signing the Tenancy Agreement.

11. The Landlord shall be responsible for ensuring the Tenant has the right to reside in the UK prior to allowing possession of the Property.

12. In allowing the Tenant to take residence in the Property, the Landlord is deemed to have accepted the terms of this Guarantee.

13. Subject to there being no rent arrears, this Guarantee shall be terminated and of no further effect following the date of expiry or termination of the Tenancy Agreement.

14. **In the event of non-payment of rent, the Landlord grants the right to subrogate any sums paid out under this Guarantee**

**By signing below I accept the above the Terms and Conditions**

**Landlord Name:**

**Landlord Signature:**

**Date:**